

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM362463

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination of Security Interest in United States Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MARQUETTE BUSINESS CREDIT, LLC		11/12/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ACTIVE SPORTS LIFESTYLE, LLC		
<b>Street Address:</b>	12178 4th Street		
<b>City:</b>	RANCHO CUCAMONGA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91730		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: FLORIDA		
<b>Name:</b>	ARS BRANDS, LLC		
<b>Street Address:</b>	12178 4th Street		
<b>City:</b>	RANCHO CUCAMONGA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91730		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3093505	ACTIVE	
<b>Registration Number:</b>	3142475	ACTIVE MAIL ORDER	
<b>Registration Number:</b>	2872159	ACTIVE RIDE SHOP	
<b>Registration Number:</b>	3024942	ACTIVE	
<b>Registration Number:</b>	3549713		
<b>Registration Number:</b>	3953785	ACTIVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>			
<b>Phone:</b>	2023704750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Darlena Bari Stark		

OP \$165.00 3093505

TRADEMARK

**Address Line 1:** 1025 Vermont Ave NW, Suite 1130  
**Address Line 2:** National Corporate Research, Ltd.  
**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F159519
<b>NAME OF SUBMITTER:</b>	ANDREW NASH
<b>SIGNATURE:</b>	/ANDREW NASH/
<b>DATE SIGNED:</b>	11/16/2015

**Total Attachments: 3**

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source=Marquette - Termination of Security Interest in Trademarks (2)#page3.tif

TERMINATION OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

November 12, 2015

WHEREAS, each of ACTIVE SPORTS LIFESTYLE, LLC, a Florida limited liability company (“ASL”), and ARS BRANDS, LLC, a Delaware limited liability company (“ARS”, and together with ASL, individually, a “Grantor”, and collectively, the “Grantors”), had granted to MARQUETTE BUSINESS CREDIT, LLC (as successor by conversion to Marquette Business Credit, Inc.) (the “Grantee” or “Secured Party”), a security interest (the “Security Interest”) in such Grantor’s (i) all trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including, without limitation, those set forth on Schedule A attached hereto (collectively, the “Trademarks”) and the goodwill associated therewith, (ii) any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above, (iii) all licenses or other rights to use any of the Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights, (iv) all amendments, renewals and extensions of any of the Trademarks, and (v) all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing (all of items described in the foregoing clauses (i) through (v), collectively, the “Collateral”), pursuant to, among other things, (x) a certain Intellectual Property Security Agreement dated as of August 4, 2011 (the “Original IP Agreement”) by and between ASL and the Grantee, which was filed at the United States Patent and Trademark Office on December 13, 2011 and recorded on Reel 4677, Frame 0986, and (y) a certain Joinder re Intellectual Property Security Agreement dated as of July 5, 2014 (the “IP Joinder”, and together with the Original IP Agreement, collectively, the “IP Agreement”) by and between ARS and the Grantee, which was filed at the United States Patent and Trademark Office on July 23, 2014 and recorded on Reel 5328, Frame 0534.


WHEREAS, the indebtedness secured by the Security Interest has been paid in full and the Secured Party has agreed to terminate the Security Interest.

NOW, THEREFORE, the Secured Party releases and discharges its security interest in, and reassigns to the Grantors, any and all interest in the Collateral, including, without limitation, Trademarks listed on Schedule A attached hereto, without recourse, representation or warranty of any kind. The Secured Party agrees that, upon the reasonable request of the Grantors or any successor-in-interest or assignee thereof, and at the joint and several expense of the Grantors any successor-in-interest or assignee thereof, the Secured Party will execute any document, cause to be made any filing or take any other action deemed reasonably necessary or advisable by the Grantors, or any successor-in-interest or assignee thereof, to effectuate the release of interests contemplated herein.

[signature page follows]

IN WITNESS WHEREOF, the Secured Party, by the signature below of its duly authorized representative, agrees to be bound by the provisions of this Termination of Security Interest in United States Trademarks as of the date above first written. This document is intended to take effect as a sealed instrument.

MARQUETTE BUSINESS CREDIT, LLC (as  
successor by conversion to Marquette Business  
Credit, Inc.), as Grantee

By: 

Name: Xavier Gannon

Title: Senior Vice President

Schedule A

Trademarks

1	Serial #: <u>76324458</u> Mark: ACTIVE	Filing Dt: 10/11/2001	Reg #: <u>3093505</u>	Reg. Dt: 05/16/2006
2	Serial #: <u>76324472</u> Mark: ACTIVE MAIL ORDER	Filing Dt: 10/11/2001	Reg #: <u>3142475</u>	Reg. Dt: 09/12/2006
3	Serial #: <u>76324473</u> Mark: ACTIVE RIDE SHOP	Filing Dt: 10/11/2001	Reg #: <u>2872159</u>	Reg. Dt: 08/10/2004
4	Serial #: <u>76324474</u> Mark: ACTIVE	Filing Dt: 10/11/2001	Reg #: <u>3024942</u>	Reg. Dt: 12/13/2005
5	Serial #: <u>77464814</u> Mark:	Filing Dt: 05/02/2008	Reg #: <u>3549713</u>	Reg. Dt: 12/23/2008
6	Serial #: <u>85034254</u> Mark: ACTIVE	Filing Dt: 05/10/2010	Reg #: <u>3253785</u>	Reg. Dt: 05/03/2011