

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM366624

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JP Morgan Chase Bank, N.A. as successor to Bank One, N.A.	FORMERLY Bank One, N.A.	11/17/2006	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	Pursuit Marketing, Inc.
<b>Street Address:</b>	55 Howard Ave.
<b>City:</b>	Des Plaines
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60018
<b>Entity Type:</b>	CORPORATION: ILLINOIS

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	2435371	ALL STAR
Registration Number:	3069023	BIG BALL
Registration Number:	1949453	BRASS EAGLE
Registration Number:	2827002	E
Registration Number:	2348664	
Registration Number:	2689106	EVIL
Serial Number:	76310776	FLASH
Registration Number:	2760997	JT
Registration Number:	2435370	MARBALLIZER
Registration Number:	2832745	PIPE
Registration Number:	2546609	PIRANHA
Registration Number:	2529549	PREMIUM
Registration Number:	2435372	PREMIUM GOLD
Registration Number:	2531744	PURE ENERGY
Registration Number:	2546608	X-RAY

**CORRESPONDENCE DATA**

Fax Number: 5035179919

TRADEMARK

REEL: 005693 FRAME: 0619

900348125

OP \$390.00 2435371

**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:** 503-517-8900  
**Email:** craig.rogers@simpleiplaw.com  
**Correspondent Name:** Craig Rogers  
**Address Line 1:** 9600 SW Oak St.  
**Address Line 2:** Suite 560  
**Address Line 4:** Tigard, OREGON 97223

<b>ATTORNEY DOCKET NUMBER:</b>	8512-001
<b>NAME OF SUBMITTER:</b>	Craig R. rogers
<b>SIGNATURE:</b>	/Craig R. Rogers/
<b>DATE SIGNED:</b>	12/21/2015

**Total Attachments: 8**

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## MUTUAL RELEASE

This is a Mutual Release (this "Agreement") dated as of November 17, 2006, by and between JPMorgan Chase Bank, N.A. (together with its subsidiaries, "JPMorgan") and Pursuit Marketing, Inc. (with its Affiliates, including without limitation, Pursuit Canada P.M.I. Corp., the "Company").

JPMorgan, as successor in interest to Bank One, N.A., and the Company are party to an Amended and Restated Loan and Security Agreement, dated December 1, 2003, and related promissory notes, security agreements and other agreements and instruments (collectively, as amended, the "Loan Agreement"). Concurrent with the execution and delivery of this Agreement, JPMorgan has taken delivery from or for the account of the Company of the consideration described in the letter agreement, dated as of November 13, 2006, between JPMorgan and AG Special Situations Corp. (the "Payoff Agreement"). It is a condition to the consummation of the transactions contemplated by the Payoff Agreement that the Company and JPMorgan execute and deliver this Agreement.

The parties to this Agreement, intending to be legally bound hereby and in consideration of the covenants of the other parties contained herein, agree as follows:

1. Mutual Releases and Related Matters. (a) When capitalized in this Agreement, the following terms shall have the following meanings:

**"Affiliate"** shall mean, with respect to persons or any entity or person, as applicable, that entity's or person's past, present and future predecessors, successors, assigns, officers, directors and shareholders, partners, limited partners, agents, employees, attorneys and other representatives, divisions, subsidiaries, parent corporations and other affiliates. The term "Affiliate" includes the officers, directors, shareholders, partners, limited partners and employees of any person or entity qualifying as an Affiliate under the immediately preceding sentence. In respect of any individual, the term "Affiliate" includes any member of such person's immediate family.

**"Claims"** shall mean any claims, counterclaims, cross-claims, actions, causes of action, rights, disputes, controversies, judgments, debts, agreements, contracts, covenants, promises, representations, misrepresentations, allegations, demands, obligations, duties, suits, rights of contribution and indemnity, liens, expenses, assessments, penalties, charges, injuries, losses, costs (including, without limitation, attorneys fees and costs incurred), damages (including, without limitation, compensatory,

consequential, bad faith or punitive damages), sanctions, and liabilities, direct or indirect, of any and every kind, character, nature and manner whatsoever, in law or in equity, civil or criminal, administrative or judicial, contract, tort (including, without limitation, bad faith, fraud and negligence of any kind) or otherwise, whether now known or unknown, claimed or unclaimed, asserted or unasserted, suspected or unsuspected, claimed or concealed, discovered or undiscovered, accrued or unaccrued, anticipated or unanticipated, fixed or contingent, liquidated or unliquidated, state or federal, under common law, statute or regulation.

**"JPMorgan Parties"** shall mean JPMorgan and each of its Affiliates.

(b) Except for Claims arising under the specific terms of this Agreement, the Company, unconditionally and without reservation, hereby RELEASES, ACQUITS AND FOREVER DISCHARGES the JPMorgan Parties, jointly and severally, from any and all manner of Claims, without regard to the date of occurrence, which the Company or any of its Affiliates ever had, now has, ever may have or claim to have in the future against the JPMorgan Parties or any of their Affiliates, for, upon, or by reason of any act, matter, cause or thing whatsoever from the beginning of time to and including the date hereof.

(c) Except for Claims arising under the specific terms of this Agreement or under the terms of the letter agreement, dated November 13, 2006, between JPMorgan and Messrs. Jeffrey Perlmutter and David Freeman (the "Shareholder Agreement"), each of the JPMorgan Parties unconditionally and without reservation, hereby RELEASES, ACQUITS AND FOREVER DISCHARGES the Company and its Affiliates, jointly and severally, from any and all manner of Claims, without regard to the date of occurrence, which any JPMorgan Party ever had, now has, ever may have or claim to have in the future against the Company or its Affiliates, for, upon, or by reason of any act, matter, cause or thing whatsoever from the beginning of time to and including the date hereof.

(d) The JPMorgan Parties hereby release and discharge all mortgages, charges, security interests, assignments, transfers, pledges, liens, hypothecs, encumbrances and agreements in favor of the JPMorgan Parties which relate to any or all of the property, assets and undertaking of the Company or its Affiliates, which were issued, granted, given, made or otherwise entered into pursuant to, or in respect of, or are otherwise referred to in, or contemplated by, the Loan Agreement, including, without limitation, the mortgages, charges, security interests, assignments, transfers, pledges, liens, hypothecs, encumbrances and agreements in favor of the JPMorgan Parties (collectively, the "Security").

(e) The JPMorgan Parties further release, discharge, surrender, reconvey and quit claims unto the Company and its Affiliates and their successors and assigns, all of the property, assets and undertaking of the Company and its Affiliates mortgaged, charged, assigned, transferred, pledged, granted, sold, conveyed, ceded, demised or set over to or in favor of the JPMorgan Parties, their successors and assigns, by the Security; and

(f) The JPMorgan Parties irrevocably authorize and direct Mayer Brown Rowe & Maw, LLP and Stikeman Elliott LLP and its agents to register on its behalf all such financing change statements and other forms required under the Uniform Commercial Code and the *Personal Property Security Act* (Ontario), as applicable, to discharge any and all financing statements and registrations registered, filed or recorded pursuant to the Loan Agreement.

(g) The releases set forth in paragraphs (b) through (e) above shall constitute an accord and satisfaction in substitution of all of the Claims any of the Company or its Affiliates on the one hand, and any JPMorgan Party on the other, ever had, now have, ever may have or claim to have in the future against each other, for, upon, or by reason of any act, matter, cause or thing whatsoever from the beginning of time to and including the date hereof, other than Claims arising under the specific terms of this Agreement or under the Shareholder Agreement.

(h) The Company and its Affiliates on the one hand, and the JPMorgan Parties on the other, irrevocably covenant that they shall not, except as may be necessary to enforce the specific terms of this Agreement or the Shareholder Agreement, hereafter commence or cause to be commenced, join in, assist, or in any manner seek relief through, directly or indirectly, any suit, action, agency or other proceeding, Claim or demand, counterclaim or cross-claim of any kind or character whatsoever against each other, for, upon, or by reason of any act, matter, cause or thing whatsoever from the beginning of time to and including the date hereof.

A party hereafter violating the covenant not to sue contained in the immediately preceding paragraph shall indemnify and hold harmless the other party or parties with respect to the act or acts constituting such violation, including without limitation by payment of all damages and attorneys' fees and expenses incurred by the other party or parties in connection with such act or acts.

(i) The releases, accords and satisfactions and covenants not to sue contained in this Section 2 shall apply only to the Claims described herein, and to no other Claims.

3. Certain Representations. (a) Representations of the Company. The Company represents and warrants to JPMorgan as follows:

(i) Enforceability. This Agreement has been duly and validly authorized, executed and delivered by the Company and constitutes the valid and binding obligation of the Company, enforceable against the Company in accordance with its

terms, except to the extent that such enforceability (x) may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to creditors' rights generally and (y) is subject to general principles of equity.

(ii) No Conflicts; Consents. The execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the transactions contemplated hereby will not, with or without the giving of notice or the lapse of time, or both, (i) violate or conflict with any provision of law, rule or regulation to which the Company is subject or by which any of the property of the Company is bound, (ii) violate or conflict with, or result in a breach or violation of any of the terms or provisions of, or constitute a default under any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Company is a party or by which the Company or any of the Company's property is bound or (iii) violate or conflict with any order, judgment or decree applicable to the Company.

(iii) No Assignment of Claims. The Company has not, in whole or in part, sold, assigned, transferred, conveyed or otherwise disposed of any of the Claims covered by this Agreement.

(iv) Adequacy of Consideration. The consideration received by the Company for this Agreement constitutes lawful consideration supporting the execution of this Agreement.

(v) Opportunity to Negotiate, Etc. The Company has been afforded the opportunity to negotiate as to any and all terms hereof and has read all provisions of this Agreement in full, has reviewed those provisions with his attorney, and understands them and voluntarily agrees to be bound thereby.

(vi) No Reliance. The Company is entering into this Agreement based solely and exclusively upon his and/or his counsel's own analysis of the facts and/or information of which it and/or its counsel is independently aware and not based upon or in reliance upon any statements and/or representations of any other party or the other party's counsel (except to the extent such statements and/or representations are fully and expressly set forth herein).

(b) Representations of JPMorgan. JPMorgan represents and warrants to the Company as follows:

(i) Enforceability. This Agreement has been duly and validly authorized, executed and delivered by JPMorgan and constitutes the valid and binding obligation of JPMorgan, enforceable against JPMorgan in accordance with its terms, except to the extent that such enforceability (x) may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to creditors' rights generally and (y) is subject to general principles of equity.

(ii) No Conflicts; Consents. The execution, delivery and performance by JPMorgan of this Agreement and the consummation by JPMorgan of the transactions contemplated hereby will not, with or without the giving of notice or the lapse of time, or both, (i) violate or conflict with any provision of law, rule or regulation to which JPMorgan is subject or by which any of the property of JPMorgan is bound, (ii) violate or conflict with, or result in a breach or violation of any of the terms or provisions of, or constitute a default under any indenture, mortgage, deed of trust, lease or other agreement or instrument to which JPMorgan is a party or by which JPMorgan or any of JPMorgan's property is bound or (iii) violate or conflict with any order, judgment or decree applicable to JPMorgan.

(iii) No Assignment of Claims. JPMorgan has not, in whole or in part, sold, assigned, transferred, conveyed or otherwise disposed of any of the Claims covered by this Agreement.

(iv) Adequacy of Consideration. The consideration received by JPMorgan for this Agreement constitutes lawful consideration supporting the execution of this Agreement.

(v) Opportunity to Negotiate, Etc. JPMorgan has been afforded the opportunity to negotiate as to any and all terms hereof and has read all provisions of this Agreement in full, has reviewed those provisions with his attorney, and understands them and voluntarily agrees to be bound thereby.

(vi) No Reliance. JPMorgan is entering into this Agreement based solely and exclusively upon its or its counsel's own analysis of the facts and/or information of which it and/or its counsel is independently aware and not based upon or in reliance upon any statements and/or representations of any other party or the other party's counsel (except to the extent such statements and/or representations are fully and expressly set forth herein).

4. Reservation of Rights. Notwithstanding anything to the contrary that may be contained in this Agreement, each of the parties hereto retains the right to bring a Claim in order to enforce the terms of this Agreement.

5. Governing Law. This Agreement shall be governed by, construed, interpreted and enforced under the laws of the State of New York, excluding any rule of conflicts of law that would require application of the law of another jurisdiction.

6. Entire Agreement. This Agreement constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter of this Agreement and any agreement hereafter made shall be ineffective to change, modify or discharge this Agreement unless such subsequent agreement is in writing and signed by the party to be charged.

7. Miscellaneous. This Agreement shall be binding on all and shall inure to the benefit of the parties hereto and their respective past, present and future dependents, heirs, executors, administrators, assigns, attorneys, agents, legal representatives, officers, directors, employees, insurers, predecessor-, successor-, affiliated-, subsidiary-, and parent-corporations (and the officers, directors and employees of said corporations), and other Affiliates. This Agreement has been drafted jointly and shall not be construed more severely against one of the parties than against the other. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document.

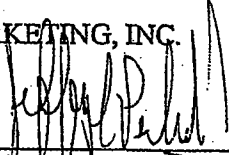
[Remainder of page intentionally left blank; signature page follows]



In witness whereof, the undersigned parties have executed this Agreement as of the date first set forth above.

\_\_\_\_\_  
PURSUIT MARKETING, INC.

By:

  
Name: JEFFREY L. PERLMUTER  
Title: PRESIDENT

JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_

Name:  
Title:

In witness whereof, the undersigned parties have executed this Agreement as of the date first set forth above.

PURSUIT MARKETING, INC.

By: \_\_\_\_\_  
Name:  
Title:

JPMORGAN CHASE BANK, N.A.

By: Joseph Pith  
Name: JOSEPH PITH  
Title: VICE President