# CH \$565.00 41592

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM369767

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Salus Capital Partners, LLC		12/28/2015	LIMITED LIABILITY COMPANY: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Xenith, LLC
Street Address:	1201 Woodward Avenue
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48226
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

#### **PROPERTY NUMBERS Total: 22**

900350994

PROPERTY NUMBERS Total: 22		
Property Type	Number	Word Mark
Registration Number:	4159224	X
Registration Number:	4144339	FOR THE ENLIGHTENED WARRIOR
Registration Number:	3982153	FOR THE ENLIGHTENED WARRIOR
Registration Number:	3843782	XENITH ACADEMY
Registration Number:	3681113	ONE PLAYER, ONE HELMET
Registration Number:	3673909	USE YOUR BRAIN NOT YOUR HEAD!
Registration Number:	3617211	USE YOUR BRAIN NOT YOUR HEAD!
Registration Number:	3623835	SHOCK BONNET
Registration Number:	3565478	ADAPTIVE HEAD PROTECTION
Registration Number:	3565477	ADVANCING SAFETY & ACTIVITY THROUGH INNO
Registration Number:	3521998	ADVANCING SAFETY & ACTIVITY THROUGH INNO
Registration Number:	3477784	XENITH
Registration Number:	3477780	X
Registration Number:	3742793	AWARE FLOW
Registration Number:	3565415	FIT SEEKER
Registration Number:	3468656	XENITH
Serial Number:	85976454	X
Serial Number:	85190062	XENITH
		TRADEMARK

TRADEMARK

DEEL : 005742 EDAME: 0

**REEL: 005712 FRAME: 0406** 

Property Type	Number	Word Mark
Serial Number:	85190273	FOR THE ENLIGHTENED WARRIOR
Serial Number:	85190090	X
Serial Number:	85977369	XENITH
Serial Number:	77263952	ADVANCING SAFETY & ACTIVITY THROUGH INNO

#### **CORRESPONDENCE DATA**

**Fax Number:** 3026365454

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:** 800-927-9801 x 62348

**Email:** jean.paterson@cscglobal.com **Correspondent Name:** Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	963744
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	01/20/2016

#### **Total Attachments: 4**

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> TRADEMARK REEL: 005712 FRAME: 0407

#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks is given this 28<sup>th</sup> day of December, 2015 by Salus Capital Partners, LLC (the "Secured Party"), to Xenith, LLC, LLC, a Delaware limited liability company (the "Grantor").

#### WITNESSETH:

WHEREAS, pursuant to that certain Trademark Security Agreement (the "Trademark Security Agreement") dated October 17, 2012 and filed on November 5, 2012 in Reel 004894, Frame 0022, the Grantor granted to Secured Party a security interest in the Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark listed on <u>Schedule A</u> annexed hereto, together with any reissues, renewals, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (ii) all products and proceeds of the foregoing, including without limitation, any claims by the Grantor against any third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

WHEREAS, pursuant to that certain letter dated December [\_\_], 2015 by the Secured Party to the Grantor, (a) the obligations secured by said security interest have been paid in full or otherwise satisfied, (b) the Grantor's obligations under the Trademark Security Agreement have terminated, and (c) all liens and security interest securing the Grantor's obligations were fully released without further action.

NOW THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this release, the Secured Party hereby declares that the security interest granted by the Grantor to the Secured Party in the Trademark Collateral is hereby DISCHARGED, RELEASED AND TERMINATED, and the Secured Party hereby assigns and transfers to the Grantor, without representation, warranty or recourse, all of the Secured Party's right, title and interest in and to such Trademark Collateral, effective as of the date set forth above.

This release shall be binding upon Secured Party's legal representatives, assigns and successors.

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IN WITNESS WHEREOF, the Secured Party has caused this instrument to be executed by its authorized officer on the date first written above.

SALUS CAPITAL PARTNERS, LLC

By:

Name: Kyle C. Shonak

Title: President

Trademark Release (Xenith, LLC)

### Schedule A

# U.S. Trademarks and Trademark Applications

# **Registered Marks and Applications**

Mark	Registration/Serial Number
X	4159224/85976360
FOR THE ENLIGHTENED WARRIOR	4144339
FOR THE ENLIGHTENED WARRIOR	3982153
XENITH ACADEMY	3843782
ONE PLAYER, ONE HELMET	3681113
USE YOUR BRAIN NOT YOUR HEAD!	3673909
USE YOUR BRAIN NOT YOUR HEAD!	3617211
SHOCK BONNET	3623835
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XENITH	3477784
X	3477780
AWARE FLOW	3742793
FIT SEEKER	3565415
XENITH	3468656
X	85976454
XENITH	85190062
FOR THE ENLIGHTENED WARRIOR	85190273
X	85190090

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TRADEMARK REEL: 005712 FRAME: 0410

Mark	Registration/Serial Number
XENITH	85977369
ADVANCING SAFETY & ACTIVITY THROUGH INNOVATION & EDUCATION	77263952

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TRADEMARK REEL: 005712 FRAME: 0411