

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM387981

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900365866

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sankaty Advisors, LLC		10/22/2004	Corporation: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Montana SilverSmiths, Inc.
Street Address:	One Sterling Lane
City:	Columbus
State/Country:	MONTANA
Postal Code:	59019
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2512682	WIND DANCER
Registration Number:	2411683	MONTANA SILVERSMITHS
Registration Number:	2306039	MON
Registration Number:	2244677	COWBOY - TEDDY
Registration Number:	2258016	KOWBOY KRITTERS
Registration Number:	2312230	KOWBOY KIDS
Registration Number:	2352935	MONTANA GOLD COUNTRY
Registration Number:	1954442	
Registration Number:	1936565	MONTANA ARMOR
Serial Number:	75307118	BIRTHSTONE KOWBOY KIDS MONTANA SILVERSMI

CORRESPONDENCE DATA

Fax Number: 3016546714

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: 3018411359

Email: brett.hyman@americancapital.com

Correspondent Name: American Capital, Ltd.

Address Line 1: 2 Bethesda Metro Center

TRADEMARK

Address Line 2:	Attn: Brett Hyman
Address Line 4:	Bethesda, MARYLAND 20814

NAME OF SUBMITTER:	Brett Hyman
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SIGNATURE:	/Brett Hyman/
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DATE SIGNED:	06/15/2016
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Total Attachments: 7

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[Draft 10/1/04]

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN CERTAIN TRADEMARKS**

MONTANA SILVERSMITHS, INC.

**TERMINATION AND RELEASE OF SECURITY INTEREST IN CERTAIN
TRADEMARKS**, dated as of October 22, 2004, by Sankaty Advisors, LLC, in its capacity as
Collateral Agent ("Collateral Agent").

WHEREAS, Collateral Agent and Montana Silversmiths, Inc., a Delaware corporation
("Montana") entered into a Trademark Security Agreement dated as of June 2, 2003 (as amended and
in effect from time to time, the "Trademark Agreement"), which Trademark Agreement was recorded
with the United States Patent and Trademark Office on or about June 6, 2003 at Reel 002761,
Frame 0878, for the purpose of securing certain obligations of Montana under §2 of the Trademark
Agreement; and

WHEREAS, pursuant to the Trademark Agreement, Montana granted Collateral Agent a
continuing security interest in and lien (superior and prior to the rights of all other Persons other than
the First Lien Agent under the First Lien Credit Documents) on all of its trademarks and trademark
licenses to which it is a party; all reissues, continuations or extensions of the foregoing; all goodwill
of the business connected with the use of, and symbolized by, each trademark and each trademark
license; and all products and proceeds of the foregoing, including, without limitation, any claim by
Montana against third parties for past, present or future (i) infringement or dilution of any trademark
or trademark licensed under any trademark license or (ii) injury to the goodwill associated with any
trademark or any trademark licensed under any trademark license (collectively, including without
limitation the trademarks identified on Exhibit A attached hereto shall be known hereinafter as the
"Montana Trademarks"), and pledged and mortgaged (but did not transfer title to) the Montana
Trademarks to Collateral Agent; and

WHEREAS, it is contemplated that Arena Brands, Inc., a Delaware corporation ("ABI"),
will sell its 100% ownership interest in Montana to an unaffiliated third party and has requested that
Collateral Agent release its security interest in the Montana Trademarks; and Collateral Agent has
agreed to terminate and release its security interest and its right, title and interest in the Montana
Trademarks as herein provided.

NOW, THEREFORE, for valuable consideration and pursuant to the terms and conditions
set forth in the Trademark Agreement:

"First Lien Agent" means General Electric Capital Corporation.

"First Lien Credit Agreement" means that certain credit agreement dated as June 2, 2003 (as
amended, modified or supplemented from time to time), among Arena Brands, Inc., Arena Brands
Holding Corporation, RHE Hatco, Inc., Montana Silversmiths, Inc., Lucchese, Inc., Imperial
Headware, Inc., Korber Hata, Inc., and the First Lien Agent for itself and as agent for certain lenders
party thereto.

"First Lien Credit Documents" means the First Lien Credit Agreement and other agreements, instruments or documents executed pursuant to or in connection therewith.

"Person" means any entity, whether of natural or legal constitution, including any present or future individual corporation, partnership, joint venture, limited liability company, unlimited liability company, trust, estate, unincorporated organization, government or any agency or political subdivision thereof.

Collateral Agent hereby terminates and releases its security interest and lien (superior and prior to the rights of all other Persons other than the First Lien Agent under the First Lien Credit Documents) on the Montana Trademarks identified on Exhibit A attached hereto, and Collateral Agent hereby assigns and transfers to Montana, without recourse, Collateral Agent's entire right, title and interest in and to the Montana Trademarks listed on Exhibit A attached hereto, effective as of the date set forth above.

The parties hereto acknowledge that this document may be filed along with any other necessary documentation with the United States Patent and Trademark Office to evidence the termination and release granted herein.

This document may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

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SANKATY ADVISORS, LLC, as Collateral
Agent

By: J. F. Dineen
Title: Duly Authorized Signatory

Accepted:

MONTANA SILVERSMITHS, INC.

By: _____
Title: _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Massachusetts)
COUNTY OF SUFFOLK)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 14th day of October, 2004, personally appeared Stuart Davies to me known personally, and who, being by me duly sworn, deposes and says that he is a SVP of SANKATY ADVISORS, LLC, the Collateral Agent, and that said instrument was signed and sealed on behalf of said limited liability company by authority of its Board of Managers, and said officer acknowledged said instrument to be the free act and deed of said limited liability company.

Julie J. Everett
Notary Public Julie J. Everett
My Commission Expires: 08/26/05

SANKATY ADVISORS, LLC, as Collateral
Agent

By: _____
Title: Duly Authorized Signatory

Accepted:

MONTANA SILVERSMITHS, INC.

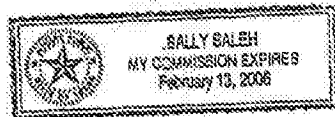
By: Thomas A. Hough
Title: _____

Stewart, Inc. 10/12/12

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Dallas

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 22nd day of October, 2004, personally appeared Thomas H. H. H. H. to me known personally, and who, being by me duly sworn, deposes and says that he is a Director of MONTANA SILVERSMITHS, INC., and that said instrument was signed and sealed on behalf of said corporations by authority of their respective Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporations.



Sally Saleh
Notary Public
My Commission Expires: 2/13/06

EXHIBIT A

Owner	Trademark or Service Mark	Registrations -- United States Patent and Trademark Office	
		<u>Registration No.</u>	<u>Registration Date</u>
Montana Silversmiths, Inc.	Wind Dancer	2,512,682	11/27/2001
Montana Silversmiths, Inc.	Montana Silversmiths	2,411,683	12/12/2000
Montana Silversmiths, Inc.	Mon	2,306,039	01/04/2000
Montana Silversmiths, Inc.	Cowboy - Teddy	2,244,677	05/11/1999
Montana Silversmiths, Inc.	Kowboy Kritters	2,258,016	06/29/1999
Montana Silversmiths, Inc.	Kowboy Kids	2,312,230	01/25/2000
Montana Silversmiths, Inc.	Montana Gold Country	2,352,935	05/30/2000
Montana Silversmiths, Inc.	Design (Cowboy on Horse)	1,954,442	02/06/1996
Montana Silversmiths, Inc.	Montana Armor	1,936,565	11/21/1995

Owner	Trademark or Service Mark	Pending Applications -- United States Patent and Trademark Office	
		<u>Serial No.</u>	<u>Filing Date</u>
Montana Silversmiths, Inc.	Birthstone Kowboy Kids Montana Silversmith (refiled)	75,307,118	06/11/1997