

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393286

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KOREA DEVELOPMENT BANK		07/28/2016	NEW YORK STATE BANKING DEPARTMENT-LICENSED BRANCH OF A STATE-OWNED POLICY BANK: KOREA, REPUBLIC OF

RECEIVING PARTY DATA

Name:	FILA LUXEMBOURG S.A.R.L.
Street Address:	26, BOULEVARD ROYAL
City:	GRAND DUCHY OF LUXEMBOURG
State/Country:	LUXEMBOURG
Postal Code:	L-2449
Entity Type:	Private Limited Liability Company: LUXEMBOURG

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	1032383	F
Registration Number:	1196746	F
Registration Number:	1458405	F
Registration Number:	3546192	F
Registration Number:	2670921	F
Registration Number:	3014799	F
Registration Number:	3549286	F FILA
Registration Number:	1098835	F
Registration Number:	3857400	F
Registration Number:	1520482	F
Registration Number:	1556584	F
Registration Number:	1576379	F
Registration Number:	3610955	F FILA
Registration Number:	974050	FILA
Registration Number:	3284736	FILA
Registration Number:	1564119	FILA
Registration Number:	2065693	FILA

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3019564	FILA
Registration Number:	1518706	FILA
Registration Number:	1465549	FILA
Registration Number:	1606409	FILA
Registration Number:	2145780	FILA SPORT
Registration Number:	3600124	FILATIVA
Registration Number:	3166131	L'ARTE NELLO SPORT
Serial Number:	77288704	F FILA SPORT
Serial Number:	77226139	F SPORT
Serial Number:	77226157	F SPORT
Serial Number:	77288740	F SPORT
Serial Number:	77288734	F SPORT
Serial Number:	77412543	FILA ITALIA
Serial Number:	77288722	FILA SPORT
Serial Number:	77226166	FILA SPORT
Serial Number:	77288730	FILA SPORT
Serial Number:	77226178	FILA SPORT

CORRESPONDENCE DATA

Fax Number: 9495676710

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: 212-506-5150

Email: achen@orrick.com

Correspondent Name: Orrick, Herrington & Sutcliffe LLP

Address Line 1: 2050 Main Street, Suite 1100

Address Line 2: IP Prosecution Department

Address Line 4: Irvine, CALIFORNIA 92602

ATTORNEY DOCKET NUMBER:	15630.27
NAME OF SUBMITTER:	Bradford S. Breen
SIGNATURE:	/Bradford Breen/
DATE SIGNED:	07/31/2016

Total Attachments: 5

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RELEASE OF TRADEMARK COLLATERAL

THIS RELEASE OF TRADEMARK COLLATERAL (this “**Release**”) is made as of July 28, 2016, by KOREA DEVELOPMENT BANK, as security agent (the “**Security Agent**”), for each of the Secured Parties in favor of FILA LUXEMBOURG S.A.R.L., a Luxembourg private limited liability company (société à responsabilité limitée), having its registered office at 26, Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B 94.195 and with a share capital of EUR 2,482,425 (the “**Grantor**”).

W I T N E S S E T H:

WHEREAS, the Grantor entered into a Security Agreement, dated as of October 31, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), with the Security Agent whereby the Grantor granted to the Security Agent, for the benefit of the Secured Parties, a security interest in and to the Trademark Collateral (as defined below) of the Grantor, among other Collateral;

WHEREAS, under the terms of the Security Agreement, the Grantor executed that the Trademark Security Agreement, dated as of October 31, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the “**USPTO**”) on November 10, 2011 at Reel 004659 and Frame 0175, with respect to U.S. trademarks and trademark applications; and

WHEREAS, in accordance with the provisions of the Security Agreement and the Trademark Security Agreement, the Security Agent now desires to release, terminate and extinguish in full all of its security interest and liens in and to the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Security Agent hereby agrees as follows:

SECTION 1. Release of Grant of Security. The Security Agent acting on behalf of the Secured Parties under the Security Agreement hereby releases all of its rights in and to the Trademark Collateral and reconveys to the Grantor any and all of the Security Agent’s right, title, and interest in, to and under the following (the “**Trademark Collateral**”), all without warranty or representation of any kind:

- a. the trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, referred to in Item A of Schedule I hereto and all goodwill of the business associated therewith, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent

and Trademark Office or in any office or agency of the United States of America or any State thereof, and all common law rights relating to the foregoing, and (y) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the “U.S. Trademarks”);

- b. all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a);
- c. the right to sue third parties for past, present and future infringements of any Collateral described in clause (a); and
- d. all Proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any U.S. Trademark, U.S. Trademark registration or U.S. Trademark license, or for any injury to the goodwill associated with the use of any such U.S. Trademark or for breach or enforcement of any U.S. Trademark license and all rights corresponding thereto throughout the world.

All other security interest granted to the Security Agent under the Security Agreement remain in full force and effect and are not being released by this Release.

SECTION 2. Recordation. The Security Agent hereby authorizes and requests that the Director of the United States Patent & Trademark Office and the Commissioner for Trademarks, as applicable, record this Release.

SECTION 3. Definitions. Capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms or incorporated into the Security Agreement.

SECTION 4. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Security Agent has caused this Release to be executed by its duly authorized officer.

KOREA DEVELOPMENT BANK, as Security Agent

By: 
Name: _____
Title:

NAKJOO SEONG
GENERAL MANAGER

SCHEDULE I
TRADEMARKS

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States of America	F	1032383	1976-02-03
United States of America	F	1196746	1982-06-01
United States of America	F (Stylized with color)	1458405	1987-09-22
United States of America	F (stylized)	3546192	2008-12-16
United States of America	F (Stylized) bw	2670921	2003-01-07
United States of America	F Design	3014799	2005-11-15
United States of America	F FILA (stylized)	3549286	2008-12-23
United States of America	F in Box Design	1098835	1978-08-08
United States of America	F in Box Design	3857400	2010-10-05
United States of America	F in Box Design (b&w)	1520482	1989-01-17
United States of America	F in Box Design (color)	1556584	1989-09-19
United States of America	F in Box Design (color)	1576379	1990-01-09
United States of America	F in Box Design FILA (Linear) (b&w)	3610955	2009-04-28
United States of America	FILA	974050	1973-11-27
United States of America	FILA	3284736	2007-08-28
United States of America	FILA (Linear)	1564119	1989-11-07
United States of America	FILA (Linear)	2065693	1997-05-27
United States of America	FILA (Linear)	3019564	2005-11-29
United States of America	FILA (Linear) color	1518706	1989-01-03

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States of America	FILA (Linear)(color)	1465549	1987-11-17
United States of America	FILA (Linear)(color)	1606409	1990-07-17
United States of America	FILA SPORT (Stylized)	2145780	1998-03-24
United States of America	FILATIVA	3600124	2009-03-31
United States of America	L'ARTE NELLO SPORT	3166131	2006-10-31

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
United States of America	F FILA SPORT (stylized)	77/288704	2007-09-25
United States of America	F SPORT (Stylized) (version 1)	77/226139	2007-07-10
United States of America	F SPORT (Stylized) (version 2)	77/226157	2007-07-10
United States of America	F SPORT (stylized) (version 2)	77/288740	2007-09-25
United States of America	F SPORT (stylized) (version 2)	77/288734	2007-09-25
United States of America	FILA ITALIA	77/412543	2008-03-04
United States of America	FILA SPORT & Design (ver. 1)	77/288722	2007-09-25
United States of America	FILA SPORT & Design (ver. 1)	77/226166	2007-07-10
United States of America	FILA SPORT & Design (ver. 2)	77/288730	2007-09-25
United States of America	FILA SPORT & Design (ver. 2)	77/226178	2007-07-10