# CH \$40,00 382(

ETAS ID: TM394013

#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE:** 

NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Gordon Brothers Finance Company		08/05/2016	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Total Hockey, Inc.	
Street Address:	3120 Riverport Tech Ctr Dr.	
City:	Maryland Heights	
State/Country:	MISSOURI	
Postal Code:	63043	
Entity Type:	Corporation: MISSOURI	
Name:	Hipcheck, L.L.C	
Street Address:	3120 Riverport Tech Ctr Dr.	
City:	Maryland Heights	
State/Country:	MISSOURI	
Postal Code:	63043	
Entity Type:	Limited Liability Company: MISSOURI	

#### **PROPERTY NUMBERS Total: 1**

l	Property Type	Number	Word Mark
	Registration Number:	3826941	TOTAL HOCKEY

#### **CORRESPONDENCE DATA**

**Fax Number:** 3142311776

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: 314-889-8000
Email: uspt@polsinelli.com
Correspondent Name: Daniel Kronberg
Address Line 1: 100 S. Fourth Street

Address Line 2: Suite 1000

Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER: 082219/548974

NAME OF SUBMITTER: Daniel Kronberg

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REEL: 005848 FRAME: 0129

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SIGNATURE:	/Daniel Kronberg/			
DATE SIGNED:	08/05/2016			
Total Attachments: 4				
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## TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This Termination and Release of Grant of Security Interest in Trademarks (the "Trademark Release") is conveyed as of August 5, 2016, by GORDON BROTHERS FINANCE COMPANY, ("Grantee") TOTAL HOCKEY, INC. and HIPCHECK, L.L.C. (collectively, the "Grantors"). Reference is made to that certain Grant of Security Interest in Trademarks dated as of June 17, 2015 among Grantors and Grantee, (as amended, amended and restated, restated, supplemented, modified or otherwise in effect prior to the date thereof, the "Grant").

WHEREAS, the Grantors granted to Grantee a continuing security interest (the "Security Interest") in favor of Grantee, to the items referred to below, whether then owned or thereafter acquired, and all proceeds thereof (collectively, the "Collateral") to secure the obligations of the Grantors:

- a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, internet domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof owned by or assigned to such Grantor, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office ("USPTO") or any similar offices in any State of the United States or any other country or any political subdivision thereof, including, without limitation, the registrations and applications listed on Schedule A hereto, together with:
  - i. any and all rights and privileges arising under applicable law with respect to such Grantor's use of any trademarks,
  - ii. any and all reissues, continuations, extensions and renewals thereof,
  - iii. any and all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past, present or future infringements thereof,
  - iv. any and all rights corresponding thereto throughout the world and
  - v. any and all rights to sue for past, present and future infringements thereof.

WHEREAS, notice of the Security Interest was recorded with the United States Patent and Trademark Office on June 17, 2015 at Reel 5555, Frame 0066.

WHEREAS, Grantee has agreed to terminate and release its security interest in all such Collateral as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the parties acknowledge

1. <u>Release of Lien</u>. Grantee hereby terminates the Grant and hereby terminates, cancels and releases the Security Interest and all other liens and security interests that it has in, to and under the Collateral.

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- 2. <u>Authorization to Record</u>. Grantee authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Trademark Release.
- 3. <u>Further Assurances</u>. Grantee shall take all further actions and provide to Grantors, their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of documents or other instruments), reasonably requested by Grantors to more fully and effectively effectuate the purposes of this Trademark Release, at Grantors' sole expense, and without representation or warranty by Grantee.
- 4. <u>Governing Law.</u> This Trademark Release is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

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IN WITNESS WHEREOF, the underxigned has caused this Trademark Release to be duly executed as of the date first written above.

GORDON BROTHERS FINANCE COMPANY

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### SCHEDULE A

COUNTRY	MARK	APP/REG. NO.	REG. DATE
USA	Total Hockey	3826941	8/3/2010
CANADA	Total Hockey	TMA798994	6/1/2011

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**RECORDED: 08/05/2016**