

900382596 10/25/2016

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403211

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE OF SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Union Bay Capital Partners I, LLC		09/27/2016	Limited Liability Company; UNITED STATES Delaware
RECEIVING PARTY DATA			
Name:	POW, INC.		
Street Address:	4509 Interlake Avenue North #287		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98103		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4090454	HOLDEN	
Registration Number:	4088537	HOLDEN	
Registration Number:	2963335	HOLDEN	
CORRESPONDENCE DATA			
Fax Number:	2483513082		
<i>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.</i>			
Phone:	2487271471		
Email:	byates@jaffelaw.com		
Correspondent Name:	Brenda R. Yates		
Address Line 1:	535 W. William St., Ste 400S		
Address Line 4:	Ann Arbor, MICHIGAN 48103		
ATTORNEY DOCKET NUMBER:	INI-GEN		
NAME OF SUBMITTER:	Brenda R. Yates		
SIGNATURE:	/bry/		
DATE SIGNED:	10/25/2016		
Total Attachments: 4			
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TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** ("Termination") is executed as of the date below written, but effective as of June 17, 2015 (the "Effective Date"), by Kevin Barber, Managing Director of Union Bay Capital Partners I, LLC, a Delaware limited liability company ("Secured Party"), having an address for purposes hereof at 1910 Fairview Avenue East, Suite 200, Seattle, Washington 98102.

BACKGROUND:

A. On May 27, 2014, POW, INC., a Washington corporation ("Grantor"), and Secured Party executed a certain Intellectual Property Security Agreement (the "Security Agreement") for the purpose of granting Secured Party a security interest in certain intellectual property owned by Grantor as recorded at the United States Patent and Trademark Office (the "USPTO") or the United States Copyright Office (the "Copyright Office").

B. The parties intend to terminate the Security Agreement and release the security interest granted thereby as recorded at the USPTO on Reel/Frame 5303-0265 in relation to the HOLDEN marks only. It is noted that no registrations were on record at the Copyright Office and no security interest recorded.

NOW, THEREFORE, with and in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. **Definition of Trademarks.** "Trademarks" means all HOLDEN trademarks as may be owned by Grantor or any third parties to whom Grantor transferred right, title and interest in and to the HOLDEN trademarks, including, without limitation, any trademarks listed on Exhibit A attached hereto and made part hereof, together with the goodwill of the Grantor associated with and represented by such trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringements suits.
2. **Termination of Security Agreement.** The parties agree and acknowledge that all amounts required to be paid by Grantor to Secured Party have been paid and that the Security Agreement is hereby terminated and of no further force or effect. Secured Party hereby releases and/or assigns back to Grantor any and all interests it may have acquired in the Trademarks. Grantor consents to the recording of this document with the USPTO and any other governmental entity or agency required to terminate Secured Party's security interests in the Trademarks.
3. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which will be deemed an original agreement, but all of which will be considered one instrument and will become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other. A facsimile of this document bearing a party's signature or a printed copy of the original, signed document scanned in .pdf or .tiff format shall have the

same legal force and effect as an original of such signature and shall be treated as an original document for evidentiary purposes

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IN WITNESS WHEREOF, the parties have caused this Termination to be executed through their duly authorized and empowered representatives as of September 27, 2016.

SECURED PARTY:

UNION BAY CAPITAL PARTNERS I, LLC

By: Union Bay Capital Management, LLC,
its Manager

By: Columbia Pacific Advisors, LLC, its
Manager

By: [Signature]

Print Name: _____

ALEX WASHBURN

Print Title: _____

MANAGER

STATE OF Washington }
COUNTY OF King } ss.

On 27 September, 2016, before me, Yasamine Firoozi, personally appeared Alexander Washburn on behalf of Union Bay Capital Partners I, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]

Notary Signature

TERMINATION ACCEPTED:

GRANTOR:

POW, INC., a Washington corporation

By: _____

Print Name: _____

Its: _____

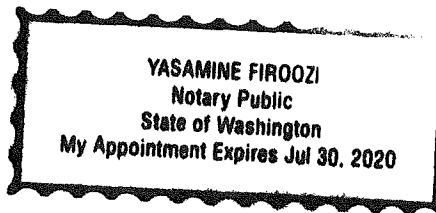


EXHIBIT A


TRADEMARKS

TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

BETWEEN POW, INC. AS GRANTOR AND

UNION BAY CAPITAL PARTNERS I, LLC, AS SECURED PARTY

UNITED STATES:

TRADEMARKS	SERIAL NO.	REGISTRATION NO.	REGISTRATION DATE	CLASS and GOODS/SERVICES
HOLDEN	85334319	4090454	01/24/2012	IC 025. G & S: clothing, namely, jackets, sweaters, sweatshirts, pants, t-shirts, shirts, vests and outerwear, namely, snow pants, snow jackets, snow suits, insulated and thermal pants, jackets, and shirts; headgear, namely, hats, caps.
HOLDEN	85010758	US: 4088537 IRN: 1036851	US: 01/17/2012 IRN: 04/16/2012	IC 025. G & S: Footwear
 HOLDEN (stylized)	78378687	2963335	06/21/2005	IC 025. G & S: clothing, namely, jackets, sweaters, sweatshirts, pants, t-shirts, shirts, vests and outerwear, namely, snow pants, snow jackets, snow suits, insulated and thermal pants, jackets, and shirts; headgear, namely, hats, caps.