

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM408916

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
UNIBANK FOR SAVINGS		12/13/2016	BANK: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MACNEILL ENGINEERING COMPANY, INC.		
<b>Street Address:</b>	140 Locke Drive		
<b>City:</b>	Marlborough		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01752		
<b>Entity Type:</b>	Corporation: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2360978	TRED-LITE	
<b>Registration Number:</b>	3278462	THE WORLD LEADER IN SPORT CLEAT TECHNOLO	
<b>Registration Number:</b>	4125733	COMFORTCLEAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	astark@paulweiss.com, dewilliams@paulweiss.com		
<b>Correspondent Name:</b>	ALEXANDER STARK		
<b>Address Line 1:</b>	1285 AVENUE OF THE AMERICAS		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10019-6064		
<b>ATTORNEY DOCKET NUMBER:</b>	21017-004		
<b>NAME OF SUBMITTER:</b>	Alexander Stark		
<b>SIGNATURE:</b>	/Alexander Stark/		
<b>DATE SIGNED:</b>	12/14/2016		
<b>Total Attachments: 4</b>			
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**NOTICE OF RELEASE OF  
SECURITY INTEREST IN TRADEMARKS**

WHEREAS, pursuant to the Trademark Security Agreement, dated as of February 13, 2013, by and between **MACNEILL ENGINEERING COMPANY, INC.**, a corporation duly organized and validly existing under the laws of the Commonwealth of Massachusetts having a principal place of business at 140 Locke Drive, Marlborough, Massachusetts 01752 (the "Borrower"), and **UNIBANK FOR SAVINGS**, with a place of business at 49 Church Street, Whitinsville, Massachusetts 01588 (the "Lender"), recorded in the United States Patent and Trademark Office on February 15, 2013 at Reel 4971, Frame 0960, the Borrower, as a condition precedent to the making of the Loans under the Loan and Security Agreement, granted to the Lender a security interest in all of the Borrower's right, title and interest in and to the following property of the Borrower (the "Trademark Collateral"): (a) all of the Borrower's registered and unregistered trademarks, trademark applications, service marks, trade names, trade styles, logos, goodwill and rights in trademark applications, trademarks, service marks, trade names, trade styles, logos and goodwill owned by others (collectively, the "Trademarks") which in the case of trademarks or trademark applications, are now or hereafter issued by or filed with the United States Patent and Trademark Office or any similar office or agency of any other countries, including without limitation the trademarks and trademark applications listed in Schedule 1 attached hereto and made a part hereof; (b) all Intellectual Property that is related to the Trademark Collateral; and (c) all proceeds of all of the foregoing (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements of the Trademarks, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

WHEREAS, pursuant to the Payoff Letter, dated as of December 6, 2016, by and among the Lender, Cleats LLC and the Borrower (together with Cleats LLC, the "Company"), the Company has requested and the Lender has agreed to execute and deliver to the Company such documents confirming and carrying out the release and discharge of the Lender's security interest in the Trademark Collateral; and

WHEREAS, the Lender wishes to provide a document suitable for recording in the United States Patent and Trademark Office for purposes of recording the release and discharge of its security interest in the Trademark Collateral.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender does hereby agree as follows:

1. Release. As of the date listed on the signature page hereto, the Lender hereby releases and discharges its lien on and security interest in the Trademark Collateral.
2. Further Assurances. The Lender hereby agrees, at the Company's expense, to execute such instruments and to take such other actions as the Company may reasonably request to terminate the Lender's security interest in the relevant Trademark Collateral.

3. Governing Law. This Notice of Release of Security Interest in Trademarks shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

4. Definitions. Capitalized terms used herein and not defined shall have the respective meanings ascribed or ascribed by reference to such terms in the Trademark Security Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Lender has caused this Notice of Release of Security Interest in Trademarks to be duly executed as of this 13 day of December 2016.

UNIBANK FOR SAVINGS,  
as Lender

By: \_\_\_\_\_

*M. Taylor*  
Name: *MARIONA TAYLOR*  
Title: *VICE PRESIDENT*

SCHEDULE 1

United States Trademarks owned by  
MACNEILL ENGINEERING COMPANY, INC.

Trademark:	Registration #:	Registration Date:
TRED-LITE	2,360,978	27-Jun-2000
THE WORLD LEADER IN SPORT CLEAT TECHNOLOGY	3,278,462	14-Aug-2007
COMFORTCLEAT	4,125,733	10-Apr-2012