

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416107

| | | | |
|---|-------------------------------------|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PNC Bank | | 02/13/2017 | National Association: |
| RECEIVING PARTY DATA | | | |
| Name: | New Moosejaw, LLC | | |
| Street Address: | 32200 NORTH AVIS, SUITE 100 | | |
| City: | MADISON HEIGHTS | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48071 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2955083 | W | |
| Registration Number: | 3007438 | MOOSEJAW | |
| Registration Number: | 1857055 | MOOSEJAW MOUNTAINEERING AND BACKCOUNTRYT | |
| Registration Number: | 1852733 | MOOSEJAW | |
| Registration Number: | 3054559 | MOOSEJAW | |
| Serial Number: | 86968189 | MOUNTAIN STEALS | |
| Registration Number: | 3360882 | THE JAW | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6508023100 | | |
| <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: | 6508023000 | | |
| Email: | brian.lee@weil.com | | |
| Correspondent Name: | William Lamb | | |
| Address Line 1: | Weil Gotshal & Manges LLP | | |
| Address Line 2: | 201 Redwood Shores Parkway | | |
| Address Line 4: | Redwood Shores, CALIFORNIA 94065 | | |
| NAME OF SUBMITTER: | William Lamb | | |
| SIGNATURE: | /William Lamb/ | | |
| DATE SIGNED: | 02/14/2017 | | |

OP \$190.00 2955083

Total Attachments: 6

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REASSIGNMENT AND RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This Reassignment and Release of Intellectual Property Security Interest (this “**Release**”) is made as of February 13, 2017 by PNC Bank, National Association (“**PNC**”), in its capacity as agent (PNC in such capacity, “**Agent**”) for itself and the various other financial institutions (collectively, the “**Lenders**”) party from time to time to that certain Revolving Credit and Security Agreement dated as of July 9, 2012, as amended (the “**Credit Agreement**”) (collectively, the “**Secured Party**”) with New Moosejaw, LLC, a Delaware limited liability company, and Moosejaw Loyalty, LLC, a Michigan limited liability company (collectively, the “**Companies**”), in favor of the Companies.

Recitals

1. In connection with the Credit Agreement, the Secured Party and the Companies were parties to that certain Intellectual Property Security Agreement dated as of July 9, 2012 (the “**Intellectual Property Security Agreement**”), and together with the Credit Agreement, the “**Security Agreement**”), pursuant to which the Companies granted the Secured Party a security interest in certain collateral, including Intellectual Property (as defined in the Intellectual Property Security Agreement).

2. The Security Agreement was recorded with the United States Patent and Trademark Office at Reel/Frame 4818/0117 on July 10, 2012 and at Reel/Frame 5839/0924 on July 26, 2016.

3. The Secured Party and the Companies desire that all of the Secured Party’s rights, including any right to obtain a security interest (whether present, contingent, or otherwise), under the Security Agreement, be terminated and released with respect to any and all intellectual property, intellectual property rights and proprietary rights throughout the world (whether registered or unregistered) and corresponding goodwill and other rights of the Companies (and any applicable assignee thereof), including all Intellectual Property, all Copyrights (as defined in the Intellectual Property Security Agreement) set forth on Schedule A hereto, and all Trademarks (as defined in the Intellectual Property Security Agreement) set forth on Schedule B hereto (all of the foregoing in which Lender has been granted a security interest or any right to obtain a security interest (whether present, contingent, or otherwise) under the Security Agreement, collectively, the “**Released IP Collateral**”).

Agreement

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby terminates, releases and discharges fully, without recourse, representation or warranty, the Secured Party’s security interest (whether present, contingent, or otherwise) in all right, title and interest of the Companies (and any applicable assignee thereof) in, to and under all Released IP Collateral, and reassigns and transfers to the Companies, without recourse, representation or warranty, any right, title and interest that the Secured Party may have in, to and under all of the foregoing.

2. The Secured Party hereby authorizes the Companies (and any applicable assignee thereof), or the Companies’ (and such assignee’s) authorized representative, to record this Release with the United States Patent and Trademark Office, the United States Copyright Office, any similar office or agency of the United States, any state thereof, any other country or any political subdivision thereof, or any applicable office or agency thereof. The Secured Party agrees to execute all documents and take all actions reasonably requested by the Companies (at the sole cost and expense of the Companies) to: (a) terminate, release and discharge fully, without recourse, representation or warranty, the Secured Party’s security interest (whether present, contingent, or otherwise) granted under the Security Agreement in all right, title and interest of the Companies (and any applicable assignee thereof) in, to and under all of the

Released IP Collateral; (b) reassign and transfer any right, title and interest that the Secured Party may have under the Security Agreement in the Released IP Collateral to the Companies (or such assignee, as applicable); and (c) perfect, register or record the rights of the Companies (and any applicable assignee) to the Released IP Collateral in connection with the release and reassignments contemplated by this Release.

3. This Release may be executed in counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. The words “include”, “including” and variations thereof will be deemed to be followed by the words “without limitation”. The use of “or” will not be deemed to be exclusive.

4. This release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the state of Michigan, without regard to conflicts of laws principles.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Release as of the date first written above.

PNC BANK, NATIONAL ASSOCIATION, as Agent and a Lender

By: THA

Name: Thomas Hambyrd

Title: Vice President

NEW MOOSEJAW, LLC

By: _____

Name: Ken Carson

Title: Chief Financial Officer and Treasurer

MOOSEJAW LOYALTY, LLC

By: _____

Name: Ken Carson

Title: Chief Financial Officer and Treasurer

SIGNATURE PAGE TO REASSIGNMENT AND RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

IN WITNESS WHEREOF, the parties have executed this Release as of the date first written above.

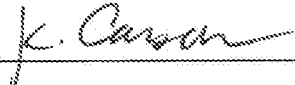
PNC BANK, NATIONAL ASSOCIATION, as Agent and a Lender

By: _____

Name: Thomas Humbyrd

Title: Vice President

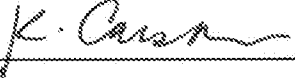
NEW MOOSEJAW, LLC

By: 

Name: Ken Carson

Title: Chief Financial Officer and Treasurer

MOOSEJAW LOYALTY, LLC

By: 

Name: Ken Carson

Title: Chief Financial Officer and Treasurer

SCHEDULE A

Copyrights

| Copyright | Jurisdiction | Registration No. | Registration Date |
|-------------------|---------------|------------------|-------------------|
| MOOSEHEAD DESIGN | United States | VA-1-891-889 | 11/19/2013 |
| Moosejaw & Design | South Korea | C-2007-001320 | 02/27/2007 |
| Moosejaw & Design | China | 2013-F-00088921 | 05/24/2013 |

SCHEDULE B**Trademarks**

| Name | Jurisdiction | Reg. No | Reg. Date |
|---|---------------------|------------------------|--------------------------|
| LOVE THE MADNESS | CALIFORNIA | 63331 | 04/11/2007 |
| MOOSEJAW | CANADA | 665960 | 06/13/2006 |
| MOOSEJAW & Design | CHINA | 10709761 | 03/21/2016 |
| MOOSEJAW | CHINA | 10725865 | 06/07/2013 |
| LOVE THE MADNESS (RE-FILE) | ILLINOIS | 103787 | 01/27/2012 |
| MOOSEJAW & DESIGN | MICHIGAN | M06-443 | 04/19/2004 |
| MOOSEJAW MOUNTAINEERING AND BACKCOUNTRY TRAVEL & DESIGN | MICHIGAN | M78-081 | 10/26/1993 |
| MOOSEJAW | MICHIGAN | M26-082 | 12/22/1993 |
| LOVE THE MADNESS | MICHIGAN | M06-269 | 02/11/2004 |
| CP 19 & DESIGN | MICHIGAN | M06-445 | 04/19/2004 |
| W DESIGN | MICHIGAN | M06-447 | 04/19/2004 |
| LOVE THE MADNESS | NEW YORK | S23687 | 11/09/2006 |
| MOOSEJAW | PAKISTAN | 224330 | 05/10/2010 |
| MOOSEJAW & Design | SOUTH KOREA | 21919 | 01/02/2008 |
| MOOSEJAW & Design | SOUTH KOREA | 720257 | 08/09/2007 |
| W DESIGN | UNITED STATES | 2,955,083 | 05/24/2005 |
| MOOSEJAW & Design | UNITED STATES | 3,007,438 | 10/18/2005 |
| MOOSEJAW MOUNTAINEERING AND BACKCOUNTRY TRAVEL & DESIGN | UNITED STATES | 1,857,055 | 10/04/1994 |
| MOOSEJAW | UNITED STATES | 1,852,733 | 09/06/1994 |
| MOOSEJAW | UNITED STATES | 3,054,559 | 01/31/2006 |
| MOUNTAIN STEALS | UNITED STATES | App. No. 86/968,189 | App. Filed 04/07/2016 |
| THE JAW | UNITED STATES | 3,360,882 | 12/25/2007 |