

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM435045

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP		05/25/2017	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Rough Country, LLC		
Street Address:	1400 Morgan Rd		
City:	Dyersburg		
State/Country:	TENNESSEE		
Postal Code:	38024		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	77017321	ROUGH COUNTRY	
Registration Number:	3322351	ROUGH COUNTRY X SERIES	
Registration Number:	3271287	THE ORIGINAL OFF ROAD PEOPLE	
Registration Number:	1006015	ROUGH COUNTRY	
Serial Number:	86171846	RC	
Serial Number:	86445297	COMMAND THE DARK	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<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:	2163634677		
Email:	trademark@beneschlaw.com		
Correspondent Name:	Duncan H.Poirier		
Address Line 1:	Benesch Friedlander Coplan & Aronoff LLP		
Address Line 2:	200 Public Square, Suite 2300		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	39164.6		
NAME OF SUBMITTER:	Duncan H. Poirier		
SIGNATURE:	/Duncan H. Poirier/		

OP \$165.00 77017321

DATE SIGNED:	07/14/2017
Total Attachments: 4 source=Trademark Release#page1.tif source=Trademark Release#page2.tif source=Trademark Release#page3.tif source=Trademark Release#page4.tif	

**RELEASE OF SECURITY INTEREST IN
TRADEMARK COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "**Release**"), dated as of May 25, 2017, is made by **ANTARES CAPITAL LP**, as successor by assignment to General Electric Capital Corporation, in its capacity as administrative agent (the "**Agent**"), under the Credit Agreement referred to below (terms used in this Release and not defined herein have the meaning set forth in the GSA (as defined below), and if not defined therein, in the Credit Agreement).

WITNESSETH

WHEREAS, in connection with that certain Credit Agreement, dated as of December 14, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including as amended and restated pursuant to the Second Amended and Restated Credit Agreement, dated as of December 15, 2014 the "**Credit Agreement**"), among Rough Country, LLC (the "**Borrower**"), the other Credit Parties party thereto, the Agent, and the other Lenders parties thereto from time to time, and together with all general security agreements and trademark security agreements entered into in connection therewith or in connection with prior versions thereof, the Lenders have severally agreed to make extensions of credit to the Borrower;

WHEREAS, pursuant to the Credit Agreement, that certain Guaranty and Security Agreement, dated as of December 14, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**GSA**"), and the three Trademark Security Agreements referred to on Schedule I attached hereto (collectively, the "**Trademark Security Agreements**", and together with the GSA, the "**Security Agreements**"), the Borrower pledged and granted a Lien on and security interest, to and under the following property of the Borrower, but excluding all Excluded Property, including any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (the "**Trademark Collateral**"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule I attached hereto; (b) all renewals and extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof; and

WHEREAS, the Trademark Security Agreements were recorded in the U.S. Patent and Trademark Office on the dates and on the reels and frames set forth on Schedule I hereto, and were assigned from the original Agent to the successor Agent on August 21, 2015, which assignment was recorded in the U.S. Patent and Trademark Office at Reel 5641 / Frame 0252.

NOW THEREFORE, in consideration of the material covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby **RELEASES**, terminates and discharges, without representation, recourse or warranty whatsoever, all of its rights in, to and under, including its Lien on and security interest in, and right of setoff against, the Trademark Collateral, whether granted pursuant to the Security Agreements or any other agreement or document delivered in connection with the Credit Agreement, and the Agent hereby reassigns any and all such right, title and interest (if any) that the Agent may have in, to and under the Trademark Collateral to the Borrower.

The Agent agrees, at Borrower's expense, to cooperate with Borrower and to provide Borrower with the information and additional authorization reasonably required or desirable to effect the release of the Agent's security interest in the released collateral described herein.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]


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

ANTARES CAPITAL LP, as Agent

By: 
Name: JOHN S. GLAVIN
Title: Duly Authorized Signatory

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

Trademark Security Agreement recorded with the United States Patent and Trademark Office on December 14, 2012 at Reel 4919, Frame 0497

Mark	Serial No. Reg. No.	Filing Date Reg. Date
ROUGH COUNTRY	77017321	10/10/2006
ROUGH COUNTRY X SERIES & Design	77017333	10/10/2006
	3322351	10/30/2007
THE ORIGINAL OFF ROAD PEOPLE	77017313	10/9/2006
	3271287	7/31/2007
ROUGH COUNTRY	72463587	7/23/1973
	1006015	3/4/1975

Trademark Security Agreement recorded with the United States Patent and Trademark Office on February 11, 2014 at Reel 5213, Frame 0708

Mark	Serial No. Reg. No.	Filing Date Reg. Date	Status
RC	86/171846	1/22/2014	Pending

Trademark Security Agreement recorded with the United States Patent and Trademark Office on December 16, 2014 at Reel 5419, Frame 0879

Mark	Serial No.	Filing Date	Status
COMMAND THE DARK	86/445297	11/5/2014	Pending