

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442459

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		09/01/2017	National Banking Association:
RECEIVING PARTY DATA			
Name:	Human Movement Inc.		
Street Address:	1501 Empire Road		
City:	Louisville		
State/Country:	COLORADO		
Postal Code:	80027		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4677214	UGLY SWEATER RUN	
Registration Number:	4654943	UGLY SWEATER RUN	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	jlandweber@mcguirewoods.com		
Correspondent Name:	Joseph Landweber		
Address Line 1:	Two Embarcadero Center, Suite 1300		
Address Line 2:	McGuireWoods LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Joseph Landweber		
SIGNATURE:	/JOSEPH LANDWEBER/		
DATE SIGNED:	09/08/2017		
Total Attachments: 11			
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RELEASE OF SECURITY INTEREST

This RELEASE OF SECURITY INTEREST ("**Release**") is made and effective as of September 1, 2017 and granted by Wells Fargo Bank, National Association, a national banking association, not in its individual capacity but in its capacity as Administrative Agent (as that term is defined in the Credit Agreement referred to below; in such capacity, the "**Administrative Agent**") for the ratable benefit of the Secured Parties (as that term is defined in the Credit Agreement referred to below; such parties, the "**Secured Parties**"), in favor of Human Movement Inc., a Delaware corporation ("**Human Movement**"), and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 3, 2015 (the "**Credit Agreement**"), by and among POWDR CORP., a Delaware corporation, BOREAL RIDGE CORPORATION, a California corporation, HUMAN MOVEMENT INC., a Delaware corporation ("**Human Movement**"), KILLINGTON/PICO SKI RESORT PARTNERS, LLC, a Delaware limited liability company, MT. BACHELOR LLC, an Oregon limited liability company, PARLEYS RECREATION PARTNERS, L.L.C., a Utah limited liability company, POWDR - COPPER MOUNTAIN LLC, a Delaware limited liability company, POWDR - WOODWARD CA LLC, a Delaware limited liability company, POWDR - WOODWARD PA LLC, a Delaware limited liability company, the lenders party thereto from time to time and Administrative Agent, Human Movement executed and delivered to the Administrative Agent (i) that certain Collateral Agreement dated as of August 3, 2015 (the "**Collateral Agreement**") executed by the Subsidiary Grantors party thereto in favor of the Administrative Agent, and (ii) that certain Grant of Trademark Security Interest dated as of August 3, 2015 (the "**IP Security Agreement**") and, together with the Collateral Agreement, the "**Security Agreements**") by the grantors party thereto in favor of the Administrative Agent;

WHEREAS, pursuant to the Security Agreements, Human Movement pledged and granted to the Administrative Agent for the ratable benefit of the Secured Parties named therein a security interest in and to all of the right, title and interest of Human Movement in, to and under the Specified Collateral (as defined below);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office at Reel 005599, Frame 0080 on August 13, 2015; and

WHEREAS, the Credit Parties (as that term is defined in the Credit Agreement) have requested that the Administrative Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to Human Movement of any and all right, title and interest the Administrative Agent and the Secured Parties may have in the Specified Collateral pursuant to the Security Agreements;

TRADEMARK

REEL: 006150 FRAME: 0314

Whereas, capitalized terms not otherwise defined herein shall have the meaning set forth in the Uniform Commercial Code as in effect in the State of New York (the "UCC").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent hereby states as follows:

1. Release of Security Interest. Pursuant to Section 10.9(a)(i)(B) of the Credit Agreement and at the request of the Credit Parties (as that term is defined in the Credit Agreement), Administrative Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of Human Movement, and reassigns to Human Movement any and all right, title and interest that it may have, in, to and under:

(a) The following assets (collectively, the "**Specified IP Collateral**")

(i) The assets set forth on Schedule A hereto.

(ii) all rights of any kind whatsoever of Human Movement accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(iii) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(iv) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and

(v) all Proceeds (as defined in the UCC) and Accessions (as defined in the UCC) with respect to any of the foregoing; and

(b) The following assets (collectively, the "**Specified Other Collateral**" and, together with the Specified IP Collateral, the "**Specified Collateral**")

(i) The assets set forth on Schedule B hereto; and

(ii) all Proceeds (as defined in the UCC) and Accessions (as defined in the UCC) with respect to any of the foregoing.

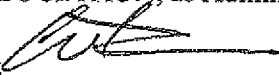
2. Further Assurances. Administrative Agent hereby authorizes Human Movement to file any applicable UCC termination statements with respect to the Specified Collateral and to file this Release with United States Patent and Trademark Office. Notwithstanding the foregoing, Administrative Agent agrees, at Human Movement's expense, to take all reasonable further actions, and provide to Human Movement and its successors, assigns and legal representatives all reasonable cooperation and assistance, including, without limitation, the execution and delivery of any and all further lien releases, discharges of security interests, and other similar discharge or release documents (and if applicable, in recordable form) as Human Movement and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release. Except as expressly modified hereby, the Security Agreements shall remain unchanged and in full force and effect.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Administrative Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent

By: 
Name: ALEX TANNER
Title: VICE PRESIDENT

ACKNOWLEDGED AND AGREED:

POWDR CORP.,
as Borrower Representative

By: _____
Name: _____
Title: _____

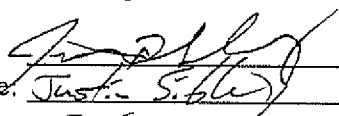
IN WITNESS WHEREOF, Administrative Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED:

POWDR CORP.,
as Borrower Representative

By: 
Name: Justin Sibley
Title: CFO

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

US Trademark Registrations:

Country	Owner	Mark	Registration No.	Registration Date
United States	Human Movement, Inc.	UGLY SWEATER RUN and Design	4,677,214	January 27, 2015
United States	Human Movement, Inc.	UGLY SWEATER RUN	4,654,943	December 16, 2014

SCHEDULE B

OTHER COLLATERAL

Purchase and Sale of Assets

(a) – Inventory, Race Participant Kits, Finished Goods, Raw Materials, Packaging, Supplies, Merchandise, Clothing and Apparel, Parts and Other Inventories

See attached.

(b) – Furniture, Fixtures and Equipment

See attached.

(c) – Marketing Materials and T-shirt Designs

1. Instagram: @theuglysweaterrun
2. Twitter: @UglySweaterRun
3. Instagram: @denveroktoberfest
4. Twitter: @oktoberfestden
5. Facebook: <https://www.facebook.com/TheUglySweaterRun>
6. Facebook: <https://www.facebook.com/DenverOktoberfest>
7. Reference is made to the disclosure in Schedule 2.01(i).

(d) – List of Event Registrants

See attached.

(e) – Registration Fees and Other Revenue Collected by Seller

1. The 2016 Ugly Sweater Run was cancelled in Washington DC due to weather. Seller collected and currently holds the registration fees from the event, which total \$90,947.24. The registration fee will be waived for the 2016 participants who choose to participate in the 2017 Ugly Sweater Run. If, however, the 2017 Ugly Sweater Run is cancelled in Washington DC, Seller agreed to refund the registration fees.
2. The 2016 Ugly Sweater Run was cancelled in Baltimore due to weather. Seller collected and currently holds the registration fees from the event which total \$76,005.91. The registration fee will be waived for the 2017 participants who choose to participate in the 2017 Ugly Sweater Run. If, however, the 2017 Ugly Sweater Run is cancelled in Baltimore, Seller agreed to refund the registration fees.

Denver Oktoberfest

3. Revenue: \$78,081.58
EventBrite manages the online collection of registration fees, and retains 25% of the net sales and releases the retainer four days after the event concludes.

Ugly Sweater Run

4. Revenue: \$178,108.48

(f) – Purchased A/R

Event	Sponsor	Amount
Ugly Sweater Run	Kahlua	\$165,030
Oktoberfest	Anheuser Busch	\$150,000

(g) – Assigned Contracts

Ugly Sweater Run

1. NH Special Events License Agreement, dated August 1, 2017, between NH Special Events LLC and Human Movement Management (the “**NH License Agreement**”)

Denver Oktoberfest

1. Event License Agreement, dated July 12, 2017, by and between Human Movement Management and Score Parking LLC
2. ATM Site Agreement, dated April 17, 2017, between Human Movement Management and Mile High ATM
3. Vendor Agreement, dated 2017, between Colorado Limited LLC and Human Movement Management
4. Vendor Agreement, dated July 3, 2017, between Pure Hemp Botanicals and Human Movement Management
5. Vendor Agreement, dated June 21, 2017, between Styria Inc. dba Styria Bakery and Human Movement Management
6. Vendor Agreement, dated June 21, 2017, between Coca-Cola - VitaminWater and Human Movement Management
7. Vendor Agreement, dated July 7, 2017, between YoColorado and Human Movement Management
8. Sponsorship Agreement, dated August 12, 2015, between Human Movement, Inc. and Anheuser-Busch, LLC (the “**Anheuser-Busch Sponsorship Agreement**”)
9. Vendor Agreement, dated July 24, 2017, between Aksels and Human Movement Management
10. Vendor Agreement, dated July 19, 2017, between Brand Champion Marketing and Human Movement Management
11. Vendor Agreement, dated August 4, 2017, between Powdr Home Remodeling and Human Movement Management
12. Vendor Agreement, dated July 20, 2017, between Ketacos and Human Movement Management
13. License Agreement, dated July 24, 2017, between LAZ Parking Midwest, LLC and Human Movement Management (the “**LAZ License Agreement**”)

(h) – Other Assets

Ugly Sweater Run Series

Vendor Name	Event	Amount	Description
King County Parks and Rec	USR Seattle	\$ 9,000.00	Venue Rental
Soldier Field	USR Chicago	\$ 16,390.00	Venue Rental
NH Special Events, LLC	USR DC	\$ 8,000.00	Venue Rental (Security Deposit)
Market Street, LLC	USR Denver	\$ 15,000.00	Parking lot
Total:		\$48,390.00	

Denver Oktoberfest

Vendor Name	Event	Amount	Description
Roberto Mateo Photography	Denver Oct.	\$ 500.00	Photographer
Score Parking	Denver Oct.	\$ 8,000.00	Parking Lot
Mavasis Partners	Denver Oct.	\$ 2,100.00	Loft Rental
City of Denver	Denver Oct.	\$ 250.00	Fire Permit
Southwest Airlines	Denver Oct.	\$ 241.96	Christopher Pauly - Flight
Southwest Airlines	Denver Oct.	\$ 201.96	Jessica Nelson - Flight
Southwest Airlines	Denver Oct.	\$ 260.96	Amanda Ehrhardt - Flight
Southwest Airlines	Denver Oct.	\$ 211.96	Jessica Nelson - Flight
Southwest Airlines	Denver Oct.	\$ 306.96	Cam Gause - Flight
Delta Airlines	Denver Oct.	\$ 215.80	B Mayes - Flight
Colorado Barricade	Denver Oct.	\$ 3,940.05	Traffic Control
United Site Services	Denver Oct.	\$ 7,007.93	Toilets
Total:		\$23,287.58	

(i) – Intellectual Property

US Trademark Registrations:

Country	Owner	Mark	Registration No.	Registration Date

United States	Human Movement, Inc.	UGLY SWEATER RUN and Design	4,677,214	January 27, 2015
United States	Human Movement, Inc.	UGLY SWEATER RUN	4,654,943	December 16, 2014

Common Law Marks:
Denver Oktoberfest Design



Ugly Sweater Design



Domain Names:

Domain Name	Registrant	Expiration Date
http://thedenveroktoberfest.com/	Jeff Suffolk	April 20, 2022
http://theuglyswaterrun.com/	Jeff Suffolk	July 23, 2019

(j) – Permits

1. Reference is made to the disclosure in Schedule 2.01(i).
2. Seller has not historically procured or possessed Permits for Event liquor licenses in its own name. Liquor licenses for the Events have historically been procured through contractual relationships with third-party providers.

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Wells Fargo Bank, National Association

- Individual(s)
- Partnership
- Corporation- State: _____
- Other National Banking Association
- Association
- Limited Partnership

Citizenship (see guidelines) United States of America

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 1, 2017

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Human Movement Inc.

Street Address: 1501 Empire Road

City: Louisville

State: Colorado

Country: USA Zip: 80027

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

(1) 4,677,214; and (2) 4,654,943

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

- (1) 4,677,214 - Mark: UGLY SWEATER RUN and Design - Registration Date: January 27, 2015
- (2) 4,654,943 - Mark: UGLY SWEATER RUN - Registration Date: December 16, 2014

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Joseph Landweber

Internal Address: McGuireWoods LLP

Street Address: Two Embarcadero Center, Suite 1300

City: San Francisco

State: California Zip: 94111

Phone Number: 415-490-0853

Docket Number: _____

Email Address: jlandweber@mcguirewoods.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$85.00

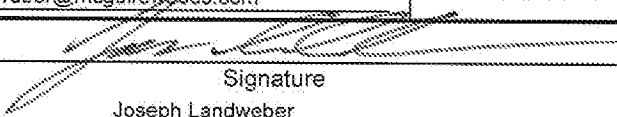
- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature
Joseph Landweber

September 8, 2017
Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK