

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445813

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS AT REEL/FRAME NO. 4235/0932		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT		09/25/2017	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	TRACKER MARINE, LLC		
Street Address:	2500 EAST KEARNEY		
City:	SPRINGFIELD		
State/Country:	MISSOURI		
Postal Code:	65898		
Entity Type:	Limited Liability Company: MISSOURI		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3892532	TRACKER BOAT CENTER	
Registration Number:	3892533	TRACKER BOATING CENTERS	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	037494-0067		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	10/04/2017		
Total Attachments: 4			
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**RELEASE OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

RELEASE dated as of September 25, 2017, from JPMORGAN CHASE BANK, N.A., as Collateral Agent (the “Collateral Agent”), for the several banks and other financial institutions (the “Lenders”), party to the Term Loan Credit Agreement, dated as of April 12, 2010 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers (as that term is defined in the Credit Agreement), each of the other grantors party thereto and the Collateral Agent, in favor of TRACKER MARINE, L.L.C., a Missouri limited liability company, located at 2500 East Kearney, Springfield, Missouri 65898 (the “Grantor”).

WITNESSETH:

WHEREAS, pursuant to the U.S. Pledge and Security Agreement, dated as of April 12, 2010, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”), Grantor granted a security interest (the “Security Interest”) to the Collateral Agent in all Intellectual Property, including Trademarks;

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights effective as of April 12, 2010, among the Collateral Agent and Grantor (the “Trademark Security Agreement”), Grantor, by reference to the Security Agreement, reaffirmed its intent to grant the Security Interest to the Collateral Agent specifically in certain Collateral (as that term is defined in the Trademark Security Agreement), including the U.S. registered trademarks set forth on Schedule 1 hereto (together with all of the goodwill associated therewith, the “Released Collateral”);

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on July 1, 2010 at Reel 4235 and Frame 0932;

WHEREAS, pursuant to that certain Agency Assignment and Assumption Agreement (the “Agency Assignment and Assumption Agreement”), dated as of June 13, 2011, among the Collateral Agent and BANK OF AMERICA, N.A. (the “Successor Collateral Agent”), the Collateral Agent, by reference to the Credit Agreement (as amended and restated on June 13, 2011) assigned to the Successor Collateral Agent, and the Successor Collateral Agent assumed from the Collateral Agent, all rights and obligations as Collateral Agent;

WHEREAS, the Released Collateral was omitted from the Exhibit A to the Agency Assignment and Assumption Agreement;

WHEREAS, the Agency Assignment Assumption Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on December 2, 2011 at Reel 4670 and Frame 0241;

WHEREAS, pursuant to that certain Notice of Release of Security Interest in U.S. Trademarks (the “Notice of Release”), effective as of November 20, 2012, made by the Successor Collateral Agent, any right, title or interest of the Successor Collateral Agent in Specified Trademark Collateral (as defined therein) ceased and became void;

WHEREAS, the Notice of Release was recorded in the Trademark Division of the United States Patent and Trademark Office on November 20, 2012 at Reel 4903 and Frame 0854;

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Released Collateral, if any;

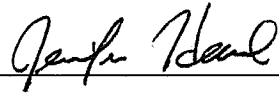
NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Collateral Agent hereby states as follows:

1. Definitions. Capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement.
2. Release of Security Interest. The Collateral Agent hereby terminates, releases and discharges, without recourse, representation or warranty, its Security Interest in the Released Collateral, if any, and any right, title or interest of the Collateral Agent in such Released Collateral shall hereby cease and become void.
3. Further Assurances. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.

By: 
Name: Jennifer Heard
Title: Authorized Officer

[Signature Page to Release of Trademarks]

SCHEDULE 1

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration/Serial No.</u>
Tracker Boat Center	3892532
Tracker Boating Centers	3892533