

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455988

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Business Development Corporation of America, as Agent		12/18/2017	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	J.C. Bromac Corporation		
Street Address:	11860 S. La Cienega Blvd.		
City:	Hawthorne		
State/Country:	CALIFORNIA		
Postal Code:	90250		
Entity Type:	Corporation: CALIFORNIA		
Name:	EagleRider, Inc.		
Street Address:	11860 S. La Cienega Blvd.		
City:	Hawthorne		
State/Country:	CALIFORNIA		
Postal Code:	90250		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4353141	EAGLERIDER	
Registration Number:	3996475	EAGLERIDER MOTORCYCLES USA	
Registration Number:	3046089	WE RENT DREAMS	
Registration Number:	1957849	EAGLERIDER	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<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:	9192868000		
Email:	PTO_TMconfirmation@mvalaw.com, amberwest@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 Carrington Mill Blvd., Suite 400		

OP \$115.00 4353141

Address Line 4:	Morrisville, NORTH CAROLINA 27560
ATTORNEY DOCKET NUMBER:	036889.074
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	12/27/2017
Total Attachments: 3 source=Termination and Release of Security Interest in Trademarks BDCA to J.C. Bromac Corporation#page1.tif source=Termination and Release of Security Interest in Trademarks BDCA to J.C. Bromac Corporation#page2.tif source=Termination and Release of Security Interest in Trademarks BDCA to J.C. Bromac Corporation#page3.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of December 18, 2017 (“Release”), is made by **BUSINESS DEVELOPMENT CORPORATION OF AMERICA**, a Maryland corporation with an address at 9 West 57th Street, Suite 4920, New York, NY 10019, as agent (“Agent”) in favor of **J.C. BROMAC CORPORATION**, a California corporation with an address at 11860 S. La Cienega Blvd., Hawthorne, CA 90250, and **EAGLERIDER, INC.**, a California corporation with an address at 11860 S. La Cienega Blvd., Hawthorne, CA 90250 (each a “Grantor”, and collectively, the “Grantors”).

WHEREAS, pursuant to that certain Second Lien Credit and Security Agreement dated as of August 11, 2014 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Credit Agreement”) by and among the Grantors and Agent, and the Second Lien Intellectual Property Security Agreement dated as of August 11, 2014 by and among the Grantors and Agent (“IP Security Agreement”), Grantors assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of Lenders, a continuing security interest in and to and Lien on all of Grantors’ right, title and interest in, to and under the Intellectual Property Collateral;

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on August 15, 2014 at Reel 5344 Frame 0658; and

WHEREAS, the IP Security Agreement was recorded at the United States Copyright Office (“USCO”) on September 12, 2014 at Volume 9916 Doc. No. 626.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent, on behalf of the Lenders, and Grantors agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Credit Agreement or IP Security Agreement.

SECTION 2. Termination and Release. Agent, on behalf of the Lenders, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the continuing security interest in and to and Lien on all of Grantors’ right, title and interest in, to and under the Intellectual Property Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Credit Agreement or IP Security Agreement; and

(b) authorizes the recordation of this Release with the USPTO and USCO at Grantors’ expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Agent, on behalf of the Lenders, has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

Agent:


**BUSINESS DEVELOPMENT CORPORATION
OF AMERICA, as Agent**

By: _____

Name: Corinne Pankoscin

Title: Chief Financial Officer

Schedule A

**U.S. Trademarks Subject to Security Interest
Granted by J.C. Bromac Corporation et al.
In Favor of Business Development Corporation of America, as Agent
Recorded August 15, 2014 at Reel 5344 Frame 0658**

Trademark Registrations

Mark	Reg. No.	Reg. Date
EAGLERIDER	4353141	06/18/13
EAGLERIDER MOTORCYCLES USA and Design	3996475	07/19/11
WE RENT DREAMS	3046089	03/11/11
EAGLERIDER	1957849	02/20/96

**U.S. Copyrights Subject to Security Interest
Granted by J.C. Bromac Corporation et al.
In Favor of Business Development Corporation of America, as Agent
Recorded September 12, 2014 at Volume 9916 Doc. No. 626**

Copyright Registrations

Title	Reg. No.	Reg. Date
EagleRider Design	VA0001721100	05/13/10
EagleRider Logo	VA0001720936	05/13/10