

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455995

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:	EagleRider Holding, Inc.		
Street Address:	11860 S. La Cienega Blvd.		
City:	Hawthorne		
State/Country:	CALIFORNIA		
Postal Code:	90250		
Entity Type:	Corporation: DELAWARE		
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		
Name:	EagleRider Finance LLC		
Street Address:	11860 S. La Cienega Blvd.		
City:	Hawthorne		
State/Country:	CALIFORNIA		
Postal Code:	90250		
Entity Type:	Limited Liability Company: MINNESOTA		
Name:	ERMS1, LLC		
Street Address:	11860 S. La Cienega Blvd.		
City:	Hawthorne		
TRADEMARK			

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State/Country:	CALIFORNIA
Postal Code:	90250
Entity Type:	Limited Liability Company: CALIFORNIA
Name:	ERMS2, LLC
Street Address:	11860 S. La Cienega Blvd.
City:	Hawthorne
State/Country:	CALIFORNIA
Postal Code:	90250
Entity Type:	Limited Liability Company: CALIFORNIA
Name:	ERMS3, LLC
Street Address:	11860 S. La Cienega Blvd.
City:	Hawthorne
State/Country:	CALIFORNIA
Postal Code:	90250
Entity Type:	Limited Liability Company: CALIFORNIA
Name:	ERMSCO, LLC
Street Address:	2350 Lawrence Street
City:	Denver
State/Country:	COLORADO
Postal Code:	80205
Entity Type:	Limited Liability Company: COLORADO

PROPERTY NUMBERS Total: 6

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
Serial Number:	86891489	EAGLERIDER
Serial Number:	86797620	EAGLERIDER MOTORCYCLES USA EST 1992

CORRESPONDENCE DATA

Fax Number: 9192868199
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.
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
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

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**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 **EAGLERIDER HOLDING, INC.**, a Delaware corporation with an address at 11860 S. La Cienega Blvd., Hawthorne, CA 90250, **J.C. BROMAC CORPORATION**, a California corporation with an address at 11860 S. La Cienega Blvd., Hawthorne, CA 90250, **EAGLERIDER, INC.**, a California corporation with an address at 11860 S. La Cienega Blvd., Hawthorne, CA 90250, **EAGLERIDER FINANCE LLC**, a Minnesota limited liability company with an address at 11860 S. La Cienega Blvd., Hawthorne, CA 90250, **ERMS1, LLC**, a California limited liability company with an address at 11860 S. La Cienega Blvd., Hawthorne, CA 90250, **ERMS2, LLC**, a California limited liability company with an address at 11860 S. La Cienega Blvd., Hawthorne, CA 90250, **ERMS3, LLC**, a California limited liability company with an address at 11860 S. La Cienega Blvd., Hawthorne, CA 90250, and **ERMSCO, LLC**, a Colorado limited liability company with an address at 2350 Lawrence Street, Denver, CO 80205 (each a “Grantor”, and collectively, the “Grantors”).

WHEREAS, pursuant to that certain Amended and Restated Second Lien Credit and Security Agreement dated as of February 10, 2016 (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 Amended and Restated Second Lien Intellectual Property Security Agreement dated as of February 10, 2016 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 February 26, 2016 at Reel 5740 Frame 0250; and

WHEREAS, the IP Security Agreement was recorded at the United States Copyright Office (“USCO”) on March 24, 2016 at Volume 9933 Doc. No. 441.

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 Pankovcin
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 February 26, 2016 at Reel 5740 Frame 0250**

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

Trademark Applications

Mark	Appl. No.	Filing Date
EAGLERIDER	86891489	01/29/16
EAGLERIDER MOTORCYCLES USA EST 1992 and Design	86797620	10/23/15

**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 March 24, 2016 at Volume 9933 Doc. No. 441**

Copyright Registrations

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