

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM467644

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deerpath Capital II, LP		03/28/2018	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Robbins, LLC		
Street Address:	1524 Princeton Avenue		
City:	Modesto		
State/Country:	CALIFORNIA		
Postal Code:	95350		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1931700	BILLY GOAT	
Registration Number:	2145573	BLUEWATER SHORT	
Registration Number:	2350360	GO EVERYWHERE	
Registration Number:	2428613	ROYAL ROBBINS	
Registration Number:	1303905		
Registration Number:	3314387		
CORRESPONDENCE DATA			
Fax Number:	6036255650		
<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:	603-628-1380		
Email:	catherine.yao@mclane.com		
Correspondent Name:	Catherine S. Yao		
Address Line 1:	P.O. Box 326		
Address Line 2:	900 Elm Street		
Address Line 4:	Manchester, NEW HAMPSHIRE 03105		
NAME OF SUBMITTER:	Catherine S. Yao		
SIGNATURE:	/Catherine S. Yao/		
DATE SIGNED:	03/29/2018		

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Total Attachments: 4

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RELEASE OF PATENT AND TRADEMARK SECURITY INTEREST

This RELEASE OF PATENT AND TRADEMARK SECURITY INTEREST (this “**Release**”) is made and effective as of March 28, 2018 and granted by DEERPATH CAPITAL II, LP, a Delaware limited partnership (“**Deerpath**”), as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under the Loan Agreement, “**Secured Party**”), for the ratable benefit of the Lenders (defined below), in favor of ROYAL ROBBINS, LLC, a Delaware limited liability company (the “**Debtor**”) and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Loan Agreement dated as of December 31, 2012 (as amended, restated, or supplemented from time to time, the “**Loan Agreement**”), by and among the Debtor, RR Acquisition Corporation, a Delaware corporation (“**Holdings**”), the other borrowers from time to time party thereto (collectively with Debtor and Holdings, the “**Borrowers**”), Secured Party and the lenders from time to time party thereto (collectively, the “**Lenders**”), the Debtor executed and delivered to Secured Party (i) that certain Security Agreement by and among the Debtor, the other Borrowers, and Secured Party dated as of December 31, 2012 (the “**Master Security Agreement**”) and (ii) that certain Patent and Trademark Security Agreement by and between the Debtor and Secured Party dated as of December 31, 2012 (the “**IP Security Agreement**” and, together with the Master Security Agreement, the “**Security Agreements**”);

WHEREAS, pursuant to the Security Agreements, Debtor pledged and granted to Secured Party for the ratable benefit of the Lenders a security interest in and to all of the right, title and interest of Debtor in, to and under the IP Collateral (as defined below);

WHEREAS, the IP Security Agreement was recorded on or about February 1, 2013, in the trademark assignment records of the United States Patent and Trademark Office at Reel 4954, Frame 0077; and

WHEREAS, Debtor has requested that Secured Party enter into this Release in order to effectuate, evidence and record the release and reassignment to Debtor of any and all right, title and interest Secured Party and the Lenders may have in the IP Collateral pursuant to the Security Agreements.

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

1. Release of Security Interest. Secured Party, on behalf of itself and the Lenders, their successors, legal representatives and assigns, hereby terminates the IP Security Agreement and terminates, 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 Debtor, and reassigns to Debtor any and all right, title and interest that it may have, in, to and under Debtor’s intellectual property rights, including the following (collectively, the “**IP Collateral**”):

(a) all of its patents and patent applications, including but not limited to those U.S. patents and patent applications identified on **Schedule 1** hereto;

(b) all of its trademarks and trademark applications, including but not limited to those U.S. trademark registrations and applications identified on **Schedule 1** hereto;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

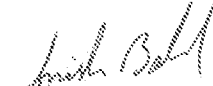
2. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United 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, Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

DEERPATH CAPITAL II, LP
a Delaware limited partnership,
as Secured Party

By: Deerpath Capital II General Partner, LLC,
its general partner

By:  _____

Name: Anish Bahl



Title: Vice President and Secretary

Schedule 1
to
Release of Patent and Trademark Security Interest

U.S. Patents and Patent Applications:

None.

U.S. Trademark Registrations and Applications:

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Registration Number</u>	<u>Registration Date</u>
BILLY GOAT	Royal Robbins, LLC	Renewed	1931700	10/31/1995
BLUEWATER SHORT	Royal Robbins, LLC	Renewed	2145573	3/24/1998
GO EVERYWHERE	Royal Robbins, LLC	Registered	2350360	5/16/2000
ROYAL ROBBINS	Royal Robbins, LLC	Registered	2428613	2/13/2001
[Strider Design] 	Royal Robbins, LLC	Renewed	1303905	11/6/1984
[Strider Design] 	Royal Robbins, LLC	Cancelled as of May 23, 2014	3314387	10/16/2007