

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474824

| | | | |
|-----------------------------------|--|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Release of 2nd Lien Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Barclays Bank PLC | | 05/18/2018 | Public Limited Company: UNITED KINGDOM |
| RECEIVING PARTY DATA | | | |
| Name: | Professional Bull Riders, LLC | | |
| Street Address: | 101 West Riverwalk | | |
| City: | Pueblo | | |
| State/Country: | COLORADO | | |
| Postal Code: | 81003 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 54 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3627366 | 8 SECOND HEROES | |
| Registration Number: | 3733312 | PBR TEAM SHOOTOUT | |
| Registration Number: | 3681213 | TEAM PBR | |
| Registration Number: | 3344807 | 8 SECOND HEROES | |
| Registration Number: | 3398960 | 8 SECOND HEROES | |
| Registration Number: | 3739507 | 8 SECONDS | |
| Serial Number: | 86112240 | 8 SECONDS | |
| Registration Number: | 4757451 | BRAND YOUR HIDE | |
| Registration Number: | 3022769 | | |
| Registration Number: | 3583312 | | |
| Registration Number: | 3044118 | | |
| Registration Number: | 3088091 | | |
| Serial Number: | 85547988 | COWBOY SPRING BREAK | |
| Registration Number: | 3740289 | GET TOUGH | |
| Registration Number: | 3583328 | GET TOUGH | |
| Registration Number: | 4345840 | LAST COWBOY STANDING | |
| Registration Number: | 4345839 | LAST COWBOY STANDING | |
| Registration Number: | 3785420 | MOBULL | |
| Registration Number: | 4345838 | PBR IRON COWBOY | |
| TRADEMARK | | | |

OP \$1365.00 3627366

| Property Type | Number | Word Mark |
|----------------------|----------|------------------------------|
| Registration Number: | 3857925 | PBR LTD. |
| Registration Number: | 3785421 | PBR MOBULL |
| Registration Number: | 3785422 | PBR MOBULL |
| Registration Number: | 3092112 | PBR PROFESSIONAL BULL RIDERS |
| Registration Number: | 2691460 | PBR PROFESSIONAL BULL RIDERS |
| Registration Number: | 3619950 | PBR PROFESSIONAL BULL RIDERS |
| Registration Number: | 3092012 | PBR PROFESSIONAL BULL RIDERS |
| Registration Number: | 3720726 | PBR PROFESSIONAL BULL RIDERS |
| Registration Number: | 3085917 | PBR PROFESSIONAL BULL RIDERS |
| Registration Number: | 3780363 | PBR PROFESSIONAL BULL RIDERS |
| Registration Number: | 3938601 | PBR PROFESSIONAL BULL RIDERS |
| Registration Number: | 4551891 | PBR PROFESSIONAL BULL RIDERS |
| Registration Number: | 4641291 | PBR SHOP |
| Registration Number: | 3097240 | PBR |
| Registration Number: | 2207333 | PBR |
| Registration Number: | 3249568 | PBR |
| Registration Number: | 3583992 | PBR |
| Registration Number: | 3554142 | PBR |
| Registration Number: | 3945205 | PBR |
| Registration Number: | 4551910 | PBR |
| Registration Number: | 4551890 | PBR |
| Registration Number: | 3052710 | PBR |
| Registration Number: | 3721254 | PBR |
| Registration Number: | 3739839 | PBRNOW |
| Registration Number: | 2822593 | PRO BULL RIDER |
| Registration Number: | 3115825 | PROFESSIONAL BULL RIDERS |
| Registration Number: | 2334299 | PROFESSIONAL BULL RIDERS |
| Registration Number: | 3661382 | PROFESSIONAL BULL RIDERS |
| Registration Number: | 3938604 | PROFESSIONAL BULL RIDERS |
| Registration Number: | 3839887 | TEAM PBR |
| Registration Number: | 3782290 | TOUGHEST SPORT ON EARTH |
| Registration Number: | 3765265 | TOUGHEST SPORT ON EARTH |
| Serial Number: | 86242816 | V PBR VELOCITY |
| Registration Number: | 3995610 | WOOL WARRIORS |
| Registration Number: | 3918891 | WOOL WARRIORS |

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755
Email: Michael.Violet@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

| | |
|---------------------------|----------------|
| NAME OF SUBMITTER: | Elaine Carrera |
|---------------------------|----------------|

| | |
|-------------------|------------------|
| SIGNATURE: | /Elaine Carrera/ |
|-------------------|------------------|

| | |
|---------------------|------------|
| DATE SIGNED: | 05/21/2018 |
|---------------------|------------|

Total Attachments: 6

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**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS
(SECOND LIEN)**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN) (this “Release”), dated as of May 18, 2018 (the “Effective Date”), is made by BARCLAYS BANK PLC, in its capacity as Collateral Agent (the “Collateral Agent”), in favor of Professional Bull Riders, LLC (the “Grantor”).

WHEREAS, pursuant to that certain Second Lien Collateral Agreement, dated as of May 6, 2014, by and among the Collateral Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Collateral Agreement”), the Grantor granted to the Collateral Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Collateral Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of January 28, 2016, (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 1, 2016 at Reel/Frame 5720/0238;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Collateral Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of the Collateral Agent’s security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule A attached hereto, arising under the Collateral Agreement and the Trademark Security Agreement. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns any and all such right, title or interest to the Grantor.
3. Termination. The Collateral Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release. The Collateral Agent hereby authorizes and requests that the Commissioner for Patents of the United States Patent and Trademark Office record this Release.
5. Governing Law. This Release shall be construed in accordance with and governed by the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned as Collateral Agent, by its duly authorized signatory,
has executed and delivered this Release of Security Interests on this [] day of May 2018.

BARCLAYS BANK PLC,
as Collateral Agent

By: 

Name: Chris Walton

Title: Director

[Signature Page to Release of Security Interests]

SCHEDULE A

| | <u>Owner</u> | <u>Trademark Name</u> | <u>Registration or Application No.</u> |
|-----|--------------------------------|----------------------------------|---|
| 1. | Professional Bull Riders, Inc. | 8 Second Heroes & Design | 3,627,366 |
| 2. | Professional Bull Riders, Inc. | PBR Team Shootout | 3,733,312 |
| 3. | Professional Bull Riders, Inc. | Team PBR | 3,681,213 |
| 4. | Professional Bull Riders, LLC | 8 Second Heroes & Design | 3,344,807 |
| 5. | Professional Bull Riders, LLC | 8 Second Heroes & Design | 3,398,960 |
| 6. | Professional Bull Riders, LLC | 8 Seconds | 3,739,507 |
| 7. | Professional Bull Riders, LLC | 8 Seconds | 86/112,240 |
| 8. | Professional Bull Riders, LLC | Brand Your Hide | 4,757,451 |
| 9. | Professional Bull Riders, LLC | Bull & Rider Design | 3,022,769 |
| 10. | Professional Bull Riders, LLC | Bull & Rider Design | 3,583,312 |
| 11. | Professional Bull Riders, LLC | Bull Head Design | 3,044,118 |
| 12. | Professional Bull Riders, LLC | Bull Head Design | 3,088,091 |
| 13. | Professional Bull Riders, LLC | Cowboy Spring Break | 885/547,988 [Allowed] |
| 14. | Professional Bull Riders, LLC | Get Tough | 3,740,289 |
| 15. | Professional Bull Riders, LLC | Get Tough | 3,583,328 |
| 16. | Professional Bull Riders, LLC | Last Cowboy Standing & Design | 4,345,840 |
| 17. | Professional Bull Riders, LLC | Last Cowboy Standing | 4,345,839 |
| 18. | Professional Bull Riders, LLC | Mobull | 3,785,420 |
| 19. | Professional Bull Riders, LLC | PBR Iron Cowboy | 4,345,838 |
| 20. | Professional Bull Riders, LLC | PBR LTD. | 3,857,925 |
| 21. | Professional Bull Riders, LLC | PBR Mobull | 3,785,421 |
| 22. | Professional Bull Riders, LLC | PBR Mobull & Design | 3,785,422 |

| | <u>Owner</u> | <u>Trademark Name</u> | <u>Registration or Application No.</u> |
|-----|-------------------------------|--|---|
| 23. | Professional Bull Riders, LLC | PBR Professional Bull Riders & Design | 3,092,112 |
| 24. | Professional Bull Riders, LLC | PBR Professional Bull Riders & Design | 2,691,460 |
| 25. | Professional Bull Riders, LLC | PBR Professional Bull Riders & Design | 3,619,950 |
| 26. | Professional Bull Riders, LLC | PBR Professional Bull Riders & Design | 3,092,012 |
| 27. | Professional Bull Riders, LLC | PBR Professional Bull Riders & Design | 3,720,726 |
| 28. | Professional Bull Riders, LLC | PBR Professional Bull Riders & Design | 3,085,917 |
| 29. | Professional Bull Riders, LLC | PBR Professional Bull Riders & Design | 3,780,363 |
| 30. | Professional Bull Riders, LLC | PBR Professional Bull Riders & Design | 3,938,601 |
| 31. | Professional Bull Riders, LLC | PBR Professional Bull Riders & Design | 4,551,891 |
| 32. | Professional Bull Riders, LLC | PBR Shop & Design | 4,641,291 |
| 33. | Professional Bull Riders, LLC | PBR | 3,097,240 |
| 34. | Professional Bull Riders, LLC | PBR | 2,207,333 |
| 35. | Professional Bull Riders, LLC | PBR | 3,249,568 |
| 36. | Professional Bull Riders, LLC | PBR | 3,583,992 |
| 37. | Professional Bull Riders, LLC | PBR | 3,554,142 |
| 38. | Professional Bull Riders, LLC | PBR | 3,945,205 |
| 39. | Professional Bull Riders, LLC | PBR | 4,551,910 |
| 40. | Professional Bull Riders, LLC | PBR | 4,551,890 ¹ |
| 41. | Professional Bull Riders, LLC | PBR & Design | 3,052,710 |
| 42. | Professional Bull Riders, LLC | PBR & Design | 3,721,254 |
| 43. | Professional Bull Riders, LLC | PBRNOW | 3,739,839 |
| 44. | Professional Bull Riders, LLC | Pro Bull Rider | 2,822,593 |

| | <u>Owner</u> | <u>Trademark Name</u> | <u>Registration or Application No.</u> |
|-----|-------------------------------|------------------------------|---|
| 45. | Professional Bull Riders, LLC | Professional Bull Riders | 3,115,825 |
| 46. | Professional Bull Riders, LLC | Professional Bull Riders | 2,334,299 |
| 47. | Professional Bull Riders, LLC | Professional Bull Riders | 3,661,382 |
| 48. | Professional Bull Riders, LLC | Professional Bull Riders | 3,938,604 |
| 49. | Professional Bull Riders, LLC | Team PBR | 3,839,887 |
| 50. | Professional Bull Riders, LLC | Toughest Sport on Earth | 3,782,290 |
| 51. | Professional Bull Riders, LLC | Toughest Sport on Earth | 3,765,265 |
| 52. | Professional Bull Riders, LLC | V PBR Velocity & Design | 86/242,816 |
| 53. | Professional Bull Riders, LLC | Wool Warriors | 3995610 |
| 54. | Professional Bull Riders, LLC | Wool Warriors | 3918891 |

**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):

Barclays Bank PLC

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other Public Limited Company

Citizenship (see guidelines) United Kingdom

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) May 18, 2018

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release of 2nd Lien Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes
☒ No

Name: Professional Bull Riders, LLC

Street Address: 101 West Riverwalk

City: Pueblo

State: CO

Country: USA Zip: 81003

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other LLC-DE Citizenship USA

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

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? ☒ Yes ☐ No

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

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

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

54

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

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

May 18, 2018

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **6**

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