# OP \$90.00 3322351

#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM477294

Stylesheet Version v1.2

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TCG BDC, Inc.		06/08/2018	Corporation: MARYLAND

#### **RECEIVING PARTY DATA**

Name:	Rough Country, LLC
Street Address:	1400 Morgan Road
City:	Dyersburg
State/Country:	TENNESSEE
Postal Code:	38024
Entity Type:	Limited Liability Company: DELAWARE

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	3322351	ROUGH COUNTRY X SERIES
Registration Number:	1006015	ROUGH COUNTRY
Registration Number:	4760195	COMMAND THE DARK

#### **CORRESPONDENCE DATA**

**Fax Number:** 2163634588

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:** 2163634677

**Email:** duncan.poirier@gmail.com

Correspondent Name: Duncan H. Poirier

Address Line 1: Benesch Friedlander Coplan & Aronoff LLP

Address Line 2: 200 Public Square, Suite 2300

Address Line 4: Cleveland, OHIO 44113

ATTORNEY DOCKET NUMBER:	47547-3
NAME OF SUBMITTER:	Duncan H. Poirier
SIGNATURE:	/Duncan H. Poirier/
DATE SIGNED:	06/08/2018

#### **Total Attachments: 4**

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### RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

THIS RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of June 8, 2018 (this "Release"), is made by TCG BDC, INC., a Maryland corporation, in its capacity as agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, "Administrative Agent"), in favor of ROUGH COUNTRY, LLC, a Delaware limited liability company (the "Grantor"). All terms used but not defined herein shall have the meanings set forth (including by reference) in the Trademark Security Agreement (as defined below).

WHEREAS, the Grantor and the Administrative Agent are parties to that certain (i) Second Lien Security Agreement, dated as of May 25, 2017 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and (ii) Trademark Security Agreement, dated as of May 25, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Trademark Security Agreement"), pursuant to which the Grantor granted to the Administrative Agent a continuing security interest in, lien and mortgage in and to, right of setoff against and collateral assignment of (referred herein as the "Security Interest") all of such Grantor's right, title and interest in and to the following Collateral, whether then owned or thereafter acquired or arising, but in any event excluding any Excluded Property: (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto (but excluding any "intent-to-use" trademark applications filed with the United States Patent and Trademark Office prior to the filing of a statement of use or amendment to allege use with the United States Patent and Trademark Office in connection with any such "intent-to-use" trademark applications, but solely to the extent, if any, and solely during the period, if any, in which, the grant of a security interest in such application would impair the validity or enforceability of any registration issuing from such application under applicable federal law); (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (c) all rights, priorities and privileges related thereto and all rights to sue at law or in equity for any infringement, dilution or other violation or impairment of any of the foregoing, and including the right to receive all products and all proceeds (as the term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License (collectively, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded in the records of the United States Patent and Trademark Office on May 25, 2017 at Reel 6068, Frame 0982; and

WHEREAS, pursuant to that certain Payoff Letter, dated as of June 8, 2018, by and between among others, the Grantor and the Administrative Agent, the Grantor has requested and the Administrative Agent has agreed to (a) release any and all Security Interests it may have in the Trademark Collateral and (b) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate its Security Interest in the Trademark Collateral, (b) release and relinquish and discharge its Security Interest in the Trademark Collateral, and (c) re-assign, re-transfer and re-convey to the Grantor any and all rights, title and interest it may have in, to or under the Trademark Collateral. The Administrative Agent agrees, or authorizes the Grantor, to

make filings with the United States Patent and Trademark Office and take further actions, as reasonably requested by the Grantor to evidence the release and termination of the Administrative Agent's Security Interest in the Trademark Collateral.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

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IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed and delivered as of the date first written above.

TCG BDC, INC., a Maryland corporation

Name: Dan Cohn-Sfetcu Title: Managing Director

[Trademark Release]

## SCHEDULE I to ${\tt to}$ RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

Trademark Security Agreement recorded with the United States Patent and Trademark Office on May 25, 2017 at Reel 6068, Frame 0982.

Mark	App. No. Reg. No.	App. Date Reg. Date
ROUGH COUNTRY X SERIES &	77017333	10/10/2006
Design		
	3322351	10/30/2007
POUR FRY		
ROUGH COUNTRY	72463587	7/23/1973
	1006015	3/4/1975
COMMAND THE DARK	86/445297	11/5/2014
	4760195	6/23/2015

6962/22335-027 CURRENT/98868045v5

**RECORDED: 06/08/2018**