

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479315

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A., (as successor-in-interest to BANK ONE, N.A.)	FORMERLY BANK ONE, N.A.	06/21/2018	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	RAWLINGS SPORTING GOODS COMPANY, INC. (as successor-in-interest by merger to Woca Acquisition LLC)
Street Address:	6655 Peachtree Dunwoody Road
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	76230638	EST
Serial Number:	73002132	WORTH
Serial Number:	73040775	BLUE DOT
Serial Number:	75567558	DREAM SEAM
Serial Number:	73189051	GREEN DOT
Serial Number:	76506189	
Serial Number:	73040774	RED DOT
Serial Number:	74223146	WORTH W
Serial Number:	76361368	WICKED
Serial Number:	73535972	RIF

CORRESPONDENCE DATA

Fax Number:

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: 7704187166

Email: Therese.Fenwick@newellco.com

Correspondent Name: Therese D Fenwick

Address Line 1: 6655 Peachtree Dunwoody Road

TRADEMARK

Address Line 4: Atlanta, GEORGIA 30328

NAME OF SUBMITTER: Therese D Fenwick

SIGNATURE: /TDF/

DATE SIGNED: 06/25/2018

Total Attachments: 5

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

This TERMINATION AND RELEASE, ("Release") dated as of June 21, 2018, from JPMORGAN CHASE BANK, N.A., a national banking association (as successor-in-interest to BANK ONE, N.A.), as Secured Party (the "Secured Party") for certain financial institutions (the "Lenders"), to RAWLINGS SPORTING GOODS COMPANY, INC., a Delaware corporation (as successor-in-interest by merger to Woca Acquisition LLC), as Debtor (the "Debtor").

WITNESSETH:

WHEREAS, Woca Acquisition LLC ("Woca") and Bank One, N.A. ("Bank One") are parties to that certain Pledge and Security Agreement dated as of March 25, 2003 (as amended, restated, or otherwise modified from time to time, the ("Security Agreement");

WHEREAS, pursuant to the terms of the Security Agreement, Woca and Bank One entered into a Trademark Security Agreement, dated as of September 23, 2003 (the "Trademark Security Agreement"), pursuant to which Woca granted and assigned to the Secured Party, for the benefit of the Secured Party and the Lenders, to secure the payment of the U.S. Obligations, a continuing security interest, lien, and collateral assignment in all of the Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the ("Trademark Collateral"), whether presently existing or hereafter created or acquired;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on September 23, 2003 at Reel 2865/Frame 0382;

WHEREAS, pursuant to that certain Certificate of Amendment of Certificate of Formation of Woca Acquisition LLC, dated September 19, 2003, Woca Acquisition LLC changed its name to Worth, LLC;

WHEREAS, pursuant to that certain Agreement and Plan of Merger, dated as of December 29, 2005, Worth, LLC merged with and into Debtor with Debtor as the surviving entity;

WHEREAS, the Secured Party has issued that certain Pay Off Letter, dated August 8, 2007, under which the Secured Party has agreed to terminate, release, and discharge Secured Party's security interest, lien, and collateral assignment in the Trademark Collateral and to execute and deliver documents as reasonably requested by Debtor to effectuate such termination, release and discharge; and

WHEREAS, the parties now wish to confirm and evidence the release of the entirety of Secured Party's security interest, lien, and collateral assignment in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the

Trademark Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Secured Party hereby states as follows:

1. Definitions. The term “Trademark Collateral,” as used herein, shall have the meaning provided by reference in the Trademark Security Agreement and shall include all of the Debtor’s right, title and interest of every kind and nature as of the date hereof in the Trademark Collateral (including, without limitation, those items listed on Schedule A hereto),
2. Release of Security Interest. The Secured Party has terminated, released, and discharged its security interest, lien, and collateral assignment in the Trademark Collateral, and any right, title or interest of the Secured Party in such Trademark Collateral has ceased and become void.
3. Further Assurances. The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest, lien, and collateral assignment contemplated hereby.
4. 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 and thereby 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 thereof.
5. Counterparts. This Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.
As Secured Party


By: 
Name: Gene Riego De Dios
Title: Executive Director

Acknowledgement

State of New York

County of New York

Subscribed and sworn to before me this 21st day June, 2018


Notary Public

(SEAL)

MY COMMISSION EXPIRES:

BRIDGET CALDERON
Notary Public - State of New York
NO. 01CA6348866
Qualified in Bronx County
My Commission Expires Aug 22, 2020

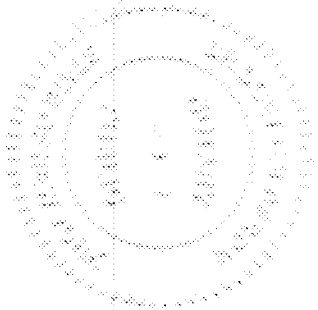


Exhibit A:

Description	Country	Status	Reg. Number	Reg. Date	App. Number	App. Date
EST	United States of America	Registered	2517270	Dec 11 2001	76230638	Mar 23 2001
WORTH	Australia	Registered	343566	Mar 4 1999	343566	Mar 4 1980
WORTH	Dominican Republic	Registered	73490	Aug 15 2004	73490	
WORTH	Taiwan	Registered	195602	Nov 1 1982	71016193	May 18, 1982
WORTH W & Design	Mexico	Registered	252938	Mar 10 2000	163903	Mar 10 1980
RED DOT & Design	Canada	Registered	TMA214499	Jun 25 1976	387669	Jul 10 1975
WORTH	Venezuela	Registered	F-085955	Jan 10 1978	F-085955	May 13 1974
WORTH	United States of America	Registered	0999046	Nov 26 1974	73002132	Sep 27 1973
BLUE DOT & Design	United States of America	Registered	1028769	Dec 30 1975	73040775	Jan 2 1975
DREAM SEAM	United States of America	Registered	2323489	Feb 29 2000	75567558	Oct 8 1998
GREEN DOT & Design	United States of America	Registered	1213337	Oct 19 1982	73189051	Oct 12 1978
RED DOT & Design	United States of America	Registered	1028768	Dec 30 1975	73040774	Jan 2 1975
W Design	United States of America	Registered	2831609	Apr 13 2004	76506189	Apr 14 2003
W WORTH & Design	United States of America	Registered	1848826	Aug 9 1994	74223146	Nov 19 1991
WICKED	United States of America	Registered	3029644	Dec 13 2005	76361368	Jan 22 2002

RIF	United States of America	Registered	1366851	Oct 22 1985	73535972	May 6 1985
WORTH	Canada	Registered	TMA382478	Mar 29 1991	653260	Mar 14 1990