

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM488434

|                                   |                                    |                       |                                    |
|-----------------------------------|------------------------------------|-----------------------|------------------------------------|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT                     |                       |                                    |
| <b>NATURE OF CONVEYANCE:</b>      | RELEASE OF SECURITY INTEREST       |                       |                                    |
| <b>CONVEYING PARTY DATA</b>       |                                    |                       |                                    |
| <b>Name</b>                       | <b>Formerly</b>                    | <b>Execution Date</b> | <b>Entity Type</b>                 |
| Coulter Ventures, LLC             |                                    | 08/23/2018            | Limited Liability Company:<br>OHIO |
| <b>RECEIVING PARTY DATA</b>       |                                    |                       |                                    |
| <b>Name:</b>                      | The Huntington National Bank       |                       |                                    |
| <b>Street Address:</b>            | 41 S. High St.                     |                       |                                    |
| <b>City:</b>                      | Columbus                           |                       |                                    |
| <b>State/Country:</b>             | OHIO                               |                       |                                    |
| <b>Postal Code:</b>               | 43215                              |                       |                                    |
| <b>Entity Type:</b>               | National Banking Association: OHIO |                       |                                    |
| <b>PROPERTY NUMBERS Total: 25</b> |                                    |                       |                                    |
| <b>Property Type</b>              | <b>Number</b>                      | <b>Word Mark</b>      |                                    |
| <b>Registration Number:</b>       | 4264453                            | CB-1                  |                                    |
| <b>Registration Number:</b>       | 4488512                            | DOG BONE              |                                    |
| <b>Registration Number:</b>       | 4584489                            | DOG SLED              |                                    |
| <b>Registration Number:</b>       | 4264454                            | LB-1                  |                                    |
| <b>Registration Number:</b>       | 4264451                            | MG-1                  |                                    |
| <b>Serial Number:</b>             | 86141298                           | MONSTER LITE          |                                    |
| <b>Serial Number:</b>             | 86282892                           | R                     |                                    |
| <b>Serial Number:</b>             | 86282895                           | R                     |                                    |
| <b>Registration Number:</b>       | 4289131                            | R                     |                                    |
| <b>Registration Number:</b>       | 4363603                            | R                     |                                    |
| <b>Serial Number:</b>             | 85681819                           | R YOU ROGUE           |                                    |
| <b>Registration Number:</b>       | 4056202                            | ROGUE                 |                                    |
| <b>Registration Number:</b>       | 4264470                            | ROGUE BUTCHER         |                                    |
| <b>Registration Number:</b>       | 4382141                            | ROGUE DOG SLED        |                                    |
| <b>Registration Number:</b>       | 3501073                            | ROGUE FITNESS         |                                    |
| <b>Registration Number:</b>       | 4055351                            | ROGUE FITNESS         |                                    |
| <b>Serial Number:</b>             | 86141293                           | ROGUE MONSTER         |                                    |
| <b>Serial Number:</b>             | 86141295                           | ROGUE MONSTER LITE    |                                    |
| <b>Registration Number:</b>       | 5251423                            | ROGUE SUPPLY          |                                    |

TRADEMARK

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 4264447 | RPG       |
| Registration Number: | 4363378 | S-25      |
| Registration Number: | 4264457 | SB-1      |
| Registration Number: | 4264466 | Y-3       |
| Registration Number: | 4264501 | Y-2       |
| Registration Number: | 4264463 | Y-1       |

**CORRESPONDENCE DATA**

Fax Number: 6142272390  
*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: 6142272369  
Email: ipdocketing@bricker.com  
Correspondent Name: Gregory J. Krabacher  
Address Line 1: 100 S. Third St.  
Address Line 4: Columbus, OHIO 43215

|                                |                        |
|--------------------------------|------------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 034826/170600          |
| <b>NAME OF SUBMITTER:</b>      | Gregory J. Krabacher   |
| <b>SIGNATURE:</b>              | /Gregory J. Krabacher/ |
| <b>DATE SIGNED:</b>            | 09/04/2018             |

**Total Attachments: 6**  
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**NOTICE OF TERMINATION AND RELEASE**

This NOTICE OF TERMINATION AND RELEASE (this "Release") is dated as of August 23, 2018 and is made by and between COULTER VENTURES, LLC., an Ohio limited liability company having a mailing address at 1080 Steelwood Road, Columbus, Ohio 43212 (the "Debtor"), and THE HUNTINGTON NATIONAL BANK, a national banking association having a mailing address at 41 South High Street, Columbus, Ohio 43215 (the "Secured Party").

**WITNESSETH**

WHEREAS, The Huntington National Bank is the Secured Party under that certain Loan and Security Agreement dated as of August 5, 2015 (such agreement, together with all amendments and modifications from time to time, the "Loan Agreement"), by and between (a) Coulter Ventures, LLC (the "Borrower"), and (b) The Huntington National Bank (the "Lender");

WHEREAS, the Borrower had executed and delivered to the Lender that certain Trademark Security Agreement dated as of August 5, 2015 (such agreement, together with all amendments and restatements, the "Trademark Security Agreement");

WHEREAS, the Borrower had executed and delivered to the Lender that certain Patent Security Agreement dated as of August 5, 2015 (such agreement, together with all amendments and restatements, the "Patent Security Agreement");

WHEREAS, memorandums of each of the Trademark Security Agreement and the Patent Security Agreement were subsequently recorded with the United States Patent and Trademark Office (the "USPTO");

WHEREAS, upon the request of the Borrower, the Lender has terminated the Trademark Security Agreement and the Patent Security Agreement and has agreed to terminate and release all of its security interests in the Trademark Collateral (as set forth on Schedule A hereto) and Patent Collateral (as set forth on Schedule B hereto), which Borrower had previously granted to the Lender under the terms of the Trademark Security Agreement and the Patent Security Agreement, respectively.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the parties hereby agree as follows:

1. Release of Security Interests. The Lender hereby terminates and releases all of its security interests in and liens on the Trademark Collateral and the Patent Collateral, including, but not limited to, the following, to the extent that security interests therein were granted in favor of the Lender under the Trademark Security Agreement or the Patent Security Agreement, respectively (provided, however that nothing contained herein shall in any way release any liens on the Borrower's general intangibles, including intellectual property, as granted pursuant to the Loan Agreement):

- a. all Trademarks, including all Trademarks referred to in Schedule A attached hereto;
  - b. all applications for Trademarks, including each Trademark application referred to in Schedule A attached hereto;
  - c. all Patents, including all Patents referred to in Schedule B attached hereto;
  - d. all applications for Patents, including each Patent application referred to in Schedule B attached hereto;
  - e. all proceeds and products of the foregoing, including, without limitation, insurance payable by reason of loss or damage to the foregoing.
2. Recordation with USPTO. The Borrower and the Lender desire that this Release be recorded with the USPTO so that the record may accurately reflect the release of the Lender's security interests on the Trademark Collateral and the Patent Collateral, and the costs of any such filings shall be borne by the Borrower.
  3. Further Assurances. The Lender agrees to execute and/or authorize the filing of such further security interest and lien termination notices as may be necessary to evidence in the public records the release of the security interests referenced in Section 1 of this Release. The Borrower shall bear all costs of preparing and filing any and all such further security interest and lien termination notices.

[Signature Page Follows]

\* \* \*

IN WITNESS WHEREOF, the parties have duly executed this Release as of the above date.

LENDER:

THE HUNTINGTON NATIONAL BANK, NA

By: Christopher D. Bauman  
Name: Christopher D. Bauman  
Title: Vice President

BORROWER:

COULTER VENTURES, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Release of IP Security Interests]

IN WITNESS WHEREOF, the parties have duly executed this Release as of the above date.

LENDER:

THE HUNTINGTON NATIONAL BANK, NA

By: \_\_\_\_\_  
Name:  
Title:

BORROWER:

COULTER VENTURES, LLC

By: SKevin Payne, CPA  
Name: S KEVIN PAYNE  
Title: DIRECTOR OF FINANCE

Schedule A

TRADEMARK COLLATERAL

| <u>Property Type</u> | <u>Number</u> | <u>Word Mark</u>   |
|----------------------|---------------|--------------------|
| Registration Number: | 4264453       | CB-1               |
| Registration Number: | 4488512       | DOG BONE           |
| Registration Number: | 4584489       | DOG SLED           |
| Registration Number: | 4264454       | LB-1               |
| Registration Number: | 4264451       | MG-1               |
| Serial Number:       | 86141298      | MONSTER LITE       |
| Serial Number:       | 86282892      | R                  |
| Serial Number:       | 86282895      | R                  |
| Registration Number: | 4289131       | R                  |
| Registration Number: | 4363603       | R                  |
| Serial Number:       | 85681819      | R YOU ROGUE        |
| Registration Number: | 4056202       | ROGUE              |
| Registration Number: | 4264470       | ROGUE BUTCHER      |
| Registration Number: | 4382141       | ROGUE DOG SLED     |
| Registration Number: | 3501073       | ROGUE FITNESS      |
| Registration Number: | 4055351       | ROGUE FITNESS      |
| Serial Number:       | 86141293      | ROGUE MONSTER      |
| Serial Number:       | 86141295      | ROGUE MONSTER LITE |
| Registration Number: | 5251423       | ROGUE SUPPLY       |

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| Registration Number: | 4264457       | SB-1             |
| Registration Number: | 4264466       | Y-3              |
| Registration Number: | 4264501       | Y-2              |
| Registration Number: | 4264463       | Y-1              |