

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM523145

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Société Générale, as collateral agent		05/10/2019	Bank: FRANCE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wabash Valley Manufacturing, Inc.		
<b>Street Address:</b>	11515 Vanstory Drive, Suite 100		
<b>City:</b>	Huntersville		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28078		
<b>Entity Type:</b>	Corporation: INDIANA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1426591	WABASH VALLEY MFG., INC.	
<b>Registration Number:</b>	3358072	URBANSCAPE	
<b>Registration Number:</b>	2238269	WABASH VALLEY	
<b>Registration Number:</b>	2315266	W WABASH VALLEY	
<b>Registration Number:</b>	2415151	SPYDER	
<b>Registration Number:</b>	2416885		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Phone:</b>	212.318.6532		
<b>Email:</b>	alanagramer@paulhastings.com		
<b>Correspondent Name:</b>	Alana Gramer		
<b>Address Line 1:</b>	200 PARK AVE, 28TH FLOOR		
<b>Address Line 2:</b>	C/O PAUL HASTINGS LLP		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10166		
<b>ATTORNEY DOCKET NUMBER:</b>	1080886 TM H (Wabash)		
<b>NAME OF SUBMITTER:</b>	Alana Gramer		
<b>SIGNATURE:</b>	/Alana Gramer/		

OP \$165.00 1426591

<b>DATE SIGNED:</b>	05/10/2019
<b>Total Attachments: 3</b> source=H PlayPower - Second Lien Trademark Release (Wabash) [Executed](141642355_1)#page1.tif source=H PlayPower - Second Lien Trademark Release (Wabash) [Executed](141642355_1)#page2.tif source=H PlayPower - Second Lien Trademark Release (Wabash) [Executed](141642355_1)#page3.tif	

RELEASE OF SECOND LIEN SECURITY INTEREST  
IN TRADEMARKS

**THIS RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS** (“Release”) is made as of as of May 10, 2019 (the “Effective Date”) from Société Générale, as collateral agent for the benefit of certain lenders (in such capacity, the “Collateral Agent”) to Wabash Valley Manufacturing, Inc. (the “**Grantor**”).

**WHEREAS**, the Grantor was party to a Second Lien Security Agreement (as amended, modified or supplemented in accordance with its terms, the "Second Lien Security Agreement") dated as of June 23, 2015 in favor of Collateral Agent and for the benefit of certain lenders;

**WHEREAS**, pursuant to the Second Lien Security Agreement, the Grantor and the Collateral Agent entered into that certain Intellectual Property Security Agreement, dated as of January 31, 2017 (the “Second Lien Trademark Security Agreement” all capitalized terms used, but not defined, herein have the definition assigned to them in the Second Lien Trademark Security Agreement);

**WHEREAS**, pursuant to the Second Lien Trademark Security Agreement the Grantor granted to Collateral Agent, for the benefit of the lenders, a security interest in and to all of the Grantor’s right, title and interest in the Grantor’s Intellectual Property Collateral, including the trademarks listed on Exhibit A attached hereto (the "Released Marks"), and the goodwill associated therewith;

**WHEREAS**, the Second Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 31, 2017, at Reel 5976, Frame 0883;

**NOW, THEREFORE**, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Collateral Agent, on behalf of itself, its successors, legal representatives and assigns, without representation or warranty of any kind, express or implied, free and clear of any claims by Collateral Agent, (i) hereby releases and discharges fully its security interest in and to the Released Marks, and retransfers to Grantor, all of Collateral Agent's right, title and interest in and to the Released Marks, the goodwill associated therewith, and all causes of action for past infringement, if any; and (ii) terminates the Second Lien Trademark Security Agreement with respect to the Released Marks.

This Release and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the law of the State of New York.

IN WITNESS WHEREOF, Collateral Agent has executed this Release of Security Interest in Trademarks as of the Effective Date.

**SOCIETE GENERALE**, as Collateral Agent

By: 

Name: Pranav Chandra

Title: Managing Director

[Signature Page to Wabash Valley Manufacturing, Inc. Trademark Release]

**TRADEMARK**

**REEL: 006659 FRAME: 0097**

EXHIBIT A  
TRADEMARKS

<u>Registered Owner</u>	<u>Registration No.</u>	<u>Application No.</u>	<u>Mark</u>
Wabash Valley Manufacturing, Inc.	1426591	73/561,257	WABASH VALLEY MFG., INC.
	3358072	78/961,179	URBANSCAPE
	2238269	75/342,922	WABASH VALLEY
	2315266	75/342,923	W WABASH VALLEY (stylized)
	2415151	75/638,404	SPYDER
	2416885	75/638,406	MISCELLANEOUS [SPIDER] DESIGN