# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM535004

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Release of Security Agreement	
SEQUENCE:	1	

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION		08/01/2019	Bank: UNITED STATES

# **RECEIVING PARTY DATA**

Name:	MAROLINA OUTDOOR INC.	
Street Address:	2265 Clements Ferry Road, Suite 401	
City:	Charleston	
State/Country:	SOUTH CAROLINA	
Postal Code:	29492	
Entity Type:	Corporation: DELAWARE	

## PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark		
Serial Number:	88191943	NOMAD OUTDOOR PERFORMANCE		
Serial Number:	87805826	NOMADOUTDOOR.COM		
Serial Number:	87693605	N NOMAD		
Serial Number:	87688855	NOMAD		
Serial Number:	87667846	N NOMAD		
Serial Number:	87597304	N NOMAD		
Serial Number:	87632238	HUK		
Serial Number:	87633293	HUK		
Serial Number:	86983204	HUK		
Serial Number:	86217458	HUK		
Serial Number:	86271008	PRODIGY FISHING		
Registration Number:	5586259	HUK PERFORMANCE FISHING		
Registration Number:	5575088	HUKGEAR.COM		
Registration Number:	5570396	N		
Registration Number:	5724603	HUK		
Registration Number:	5667301	HUK		
Registration Number:	5347095	HUK		
Registration Number:	5306841	MONEY FISH		
·	·	TRADEMARK		

900509524 **REEL: 006710 FRAME: 0871** 

Property Type	Number	Word Mark
Registration Number:	5044566	MONEY FISH

#### **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:** 202.370.4750

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Jennifer Tindie

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1114181
NAME OF SUBMITTER:	Janet S. Wamsley
SIGNATURE:	/Janet S. Wamsley/
DATE SIGNED:	08/02/2019

#### **Total Attachments: 7**

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### RELEASE OF PATENT AND TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF PATENT AND TRADEMARK SECURITY AGREEMENT dated as of August 1, 2019 (this "Release") is made by and between Wells Fargo Bank, National Association (together with its participants, successors and assigns, "Lender") and Marolina Outdoor Inc., a Delaware corporation ("Debtor"). Lender and Debtor may be referred to herein individually as a "Party" or collectively as the "Parties".

#### RECITALS

- A. Pursuant to the Patent and Trademark Security Agreement dated May 31, 2018, by Debtor in favor of Lender, in its capacity as agent (as amended, supplemented or modified and in effect from time to time, the "Patent and Trademark Security Agreement"), which was recorded in the records of the United States Patent and Trademark Office at reel 6375, frame 0660 of the trademark assignment database, and at reel 046286, frame 0001 of the patent assignment database, Debtor granted to Lender a security interest in Debtor's entire right, title and interest in and to the IP Collateral (as defined in the Patent and Trademark Security Agreement), including those patents, patent applications, trademark registrations and applications for trademark registration set forth on SCHEDULE 1 attached hereto;
- B. Lender wishes to release, relinquish and restore all right, title and interest in and to the IP Collateral to Debtor and to dissolve and discharge any and all liens, security interests and encumbrances respecting the IP Collateral, including in the patents, patent applications, trademark registrations and applications for trademark registration set forth on <u>SCHEDULE 1</u> attached hereto; and
- C. Debtor has requested and Lender has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and restoration of all right, title and interest in and to the IP Collateral to Debtor and the discharge and dissolving of all of its liens, security interests and encumbrances in the IP Collateral, including the patents, patent applications, trademark registrations and applications for trademark registration set forth on Schedule 1 attached hereto.

### **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. Lender will, and hereby does, release, relinquish, restore, discharge, dissolve, quitclaim and terminate all right, title and interest in and to the IP Collateral (including all patents, patent applications, trademark registrations, applications for trademark registration and licenses set forth on <u>SCHEDULE 1</u> attached hereto), whether created under the Patent and Trademark Security Agreement or otherwise, and more particularly all rights, title, interest, liens, security interests and encumbrances in (a) the patents, patent applications, trademark registrations

NAI-1508410403v2

and applications for trademark registration set forth on <u>SCHEDULE 1</u> attached hereto, (b) any and all proceeds from the IP Collateral, (c) the goodwill of the business, including the goodwill of the business connected to the use of and symbolized by any of the trademark registrations and applications for trademark registration that are included in the IP Collateral, and (d) all causes of action arising prior to or after the effective date of the Patent and Trademark Security Agreement for (i) infringement, misappropriation, dilution or other violation of any of the IP Collateral or unfair competition regarding same and (ii) injury to the goodwill of the business, including the goodwill connected to the use of and symbolized by any of the trademark registrations and applications for trademark registration included in the IP Collateral, in each case, without recourse, representation or warranty, express or implied, of any kind whatsoever.

- 2. Lender will, and hereby does, authorize and request the Commissioner of Patents and Trademarks of the United States of America to note and record the existence of the release hereby given.
- 3. All other provisions contained in the Patent and Trademark Security Agreement are hereby terminated. Each party releases the other party under any and all claims arising out of the Patent and Trademark Security Agreement.

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NAI-1508410403v2

WELLS FARGO BANK NATIONAL ASSOCIATION, as Londer

By:
Name: GEORGIOS KYVERNITIS

Title: ALCTHORIZED SIGNATORY

MAROLINA OUTDOOR INC., as Debtor

By: Name: Title:

****	ls Fargo Bank, National Association, as Lend
By:	
	Name:
	Title:
Mar	olina Outdoor Inc., as Debtor
Ву:	Aut Tany Francy
	Name: Rhett Daniel Ricard
	Title: Chief Financial Officer

# **SCHEDULE 1**

# Trademark Registrations and Applications for Trademark Registration:

Serial Number	Reg. Number	Mark
88191943		OUTDOOR PERFORMANCE
87868713	5586259	HUK PERFORMANCE FISHING
87805501	5575088	HUKGEAR.COM
87805826		NOMADOUTDOOR.COM
87805546	5570396	*
87693605		♦ NOMAD
87688855		NOMAD
87667846		NOMAD
87597304		<b>♦ NOMAD</b>
87632238		HUK
87633293		HUK
87546674	5724603	HUK
87651894	5667301	HUK
86983204		HUK
86983178	5347095	HUK
86217458		HUK
86271008		PRODIGY FISHING
86294427	5306841	MONEY FISH
86894429	5044566	MONEY FISH

# **Trademark Licenses:**

License Agreement by and between Kryptek Outdoor Group LLC and Marolina Outdoor Inc. dated as of December 1, 2014.

Trademark License Agreement between B.A.S.S., LLC and HUK Performance Fishing, dated October 6, 2015, for the period from January 1, 2016 through December 31, 2018.

NAI-1508410403v2

License Agreement by and between National Wild Turkey Foundation (NWTF) and Marolina Outdoor, Inc., dated as of August 1, 2016.

Television Sponsorship Agreement by and between Marolina Outdoor, Inc. and Drury Marketing, Inc., dated October 4. 2016, tor the period from January 1, 2017 through December 31, 2021.

Major League Fishing Sponsorship Agreement by and between Marolina Outdoor, Inc. and Major League Fishing, LLC, dated July 1, 2015, for the period from July 1, 2015 through December 31, 2018.

License Agreement by and between Hass Outdoors, Inc., and Marolina Outdoor, Inc., dated February 1, 2017, for the period from February 1, 2017 through February 1, 2018.

Sponsorship Agreement between Marolina Outdoor, Inc., and Brandon Palaniuk and BMP Fishing, Inc., dated January 1, 2015.

Sponsorship Agreement between Marolina Outdoor, Inc., and Kevin Vandam and KVD, LLC, dated, June [], 2014.

Professional Sponsorship Agreement by and between Marolina Outdoor, Inc. and SE Multimedia, LLC dated July [], 2016.

Sponsorship Agreement by and between Marolina Outdoor Inc., Skeet Reese and Skeet Reese Inc., dated July 25, 2014.

Sponsorship Agreement by and between Marolina Outdoor Inc., Gerald Swindle and [Swindle Inc.], dated September 22, 2014.

Sponsorship Agreement by and between Marolina Outdoor Inc., Gerald Swindle and [Swindle Inc.], dated September 22, 2014.

License Agreement by and between Marolina Outdoor Inc. and Truck Shields, LLC d/b/a Signature Products Group ("SPG"), dated April [], 2016, as amended February 17, 2017, May [], 2017, and December 28, 2017, for the period from April [], 2016 through December 31, 2021.

Professional Sponsorship Agreement by and between Marolina Outdoor, Inc. and SE Multimedia, LLC dated July [], 2016.

Premium Partner Contract - NOMAD by and between NOMAD and Heartland Bowhunter, dated December 7, 2015, for the period from January 1, 2017 through December 31, 2018.

Authorization - Softgoods by and between Jordan Outdoor Enterprises, Ltd., and Marolina Outdoor, Inc., dated October 1, 2014.

NAI-1508410403v2

# **Patents and Patent Applications:**

Pat. App. No. Priority Application / Priority Date		y Date Title	
15/819,035	62/429932 / December 5, 2016 62/444,750 / January 10, 2017	Ozone Dispersion System and Methods Thereof	

# **Patents Licenses:**

License Agreement by and between Kryptek Outdoor Group, LLC and Marolina Outdoor, Inc., dated as of December 1, 2014.

NAI-1508410403v2

**RECORDED: 08/02/2019**