

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM551542

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Declaration Supporting Release of Lien of Heller Financial, Inc.

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EQUIBRAND CORPORATION		05/02/2011	Corporation: DELAWARE
EQUIBRAND ENTERTAINMENT GROUP L.P.	FORMERLY UNITED STATES TEAM ROPING CHAMPIONSHIPS, INC.	05/02/2011	Limited Partnership: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	EQUIBRAND CORPORATION
<b>Street Address:</b>	3500 W HWY 377
<b>City:</b>	GRANBURY
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	76048
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	EQUIBRAND ENTERTAINMENT GROUP, L.P.
<b>Street Address:</b>	3500 W HWY 377
<b>City:</b>	GRANBURY
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	76048
<b>Entity Type:</b>	Limited Partnership: DELAWARE

## PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	2655371	RATTLER
Registration Number:	2830289	PURPLE EYE
Registration Number:	2825431	RED EYE
Registration Number:	2830291	GREEN EYE
Registration Number:	2830290	BLUE EYE
Registration Number:	2832277	BLACK EYE
Registration Number:	2670800	EQUIBRAND
Registration Number:	2647797	DALE MARTIN SADDLERY
Registration Number:	2607789	XR4
Registration Number:	2344367	USTRC
Registration Number:	2344368	UNITED STATES TEAM ROPING CHAMPIONSHIPS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2138636	CLASSIC
Registration Number:	2400363	UNITED STATES TEAM ROPING CHAMPIONSHIPS
Registration Number:	2023673	CLASSIC
Registration Number:	1844812	USTRC
Registration Number:	1896139	UNITED STATES TEAM ROPING CHAMPIONSHIPS
Registration Number:	2269362	USTRC
Registration Number:	1568442	CLASSIC ROPE, INC.
Registration Number:	1949660	CLASSIC EQUINE COLLECTION
Registration Number:	1908529	CLASSIC MONEYMAKER
Registration Number:	1897557	CLASSIC CLASSIC GOLD
Registration Number:	1910126	CLASSIC PLATINUM
Registration Number:	1910127	CLASSIC SILVER DOLLAR
Registration Number:	1908530	CLASSIC GREENBACK
Registration Number:	2138363	NEW EQUIPMENT DIGEST LITERATURE DIGEST
Serial Number:	75743285	SUPERLOOPER
Serial Number:	75559490	XR FOUR
Serial Number:	75892973	ORANGE EYE
Serial Number:	75901274	PS-X

#### CORRESPONDENCE DATA

Fax Number: 2132897727

*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: (213) 426-2623

Email: meason@goodwinlaw.com

Correspondent Name: Michele Eason/Goodwin Procter LLP

Address Line 1: 601 S. Figueroa St.

Address Line 2: 41st Floor

Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER:	127182.228839
NAME OF SUBMITTER:	Michele A. Eason
SIGNATURE:	/s/ Michele A. Eason
DATE SIGNED:	12/02/2019

#### Total Attachments: 11

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Declaration Supporting Release of Lien of Heller Financial, Inc.

I am the Chief Financial Officer of Equibrand Corporation and Equibrand Entertainment Group L.P. (f/k/a United States Team Roping Championships, Inc.) (“Borrowers”) and I am authorized to execute this document on behalf of the Borrowers.

By a Credit Agreement dated as of June 23, 2000, as amended, Borrower borrowed the amount of \$13,803,508.93 (“Payoff Amount”) from Heller Financial, Inc. In return, Borrower granted Heller Financial, Inc. a security interest in the intellectual property listed on the attached Schedules A and B. This security interest was recorded against the trademarks in the United States Patent and Trademark Office Assignment Division on (i) July 5, 2000 at Reel 2115 and Frame 0772, (ii) July 5, 2000 at Reel 2115 and Frame 0787, and (iii) April 1, 2002 at Reel 2480 and Frame 0365. The security interest was recorded against the patents in the United States Patent and Trademark Office Assignment Division on July 5, 2000 at Reel 010958 and Frame 0808.

On March 31, 2005, Borrowers, Heller Financial, Inc. and MCG Capital Corporation executed the attached Payoff Letter (“Letter”) wherein it was agreed that upon receipt of the Payoff Amount and a fully executed copy of the Letter, Heller Financial, Inc. would release the liens, which includes the lien on the intellectual property.

On March 31, 2005, Borrowers wired the Payoff Amount to Heller Financial, Inc.

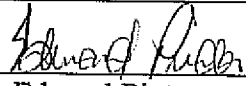
Although it was the intention of Heller Financial, Inc. and the Borrowers to formally record the release of the Security Agreement, this was not accomplished. Heller Financial, Inc. has since been acquired by General Electric Capital Corporation, leaving no one with the authority to execute an agreement on its behalf.

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of this document; or the validity of registrations listed on the attached Schedule, he is properly authorized to execute this document on behalf of the Borrowers, and all statements made herein of his own knowledge are true and all statements made on information and belief are believed to be true.

[Signature Page Follows]

EQUIBRAND CORPORATION  
EQUIBRAND ENTERTAINMENT GROUP L.P.

Dated: 5-2-2011

By: 

Name: Edward Pinter  
Title: Chief Financial Officer

**Schedule A**  
**U.S. Trademarks**

**Registered Marks**

Mark	Registration No.	Registration Date
RATTLER	2,655,371	12/03/2002
PURPLE EYE	2,830,289	04/06/2004
RED EYE	2,825,431	03/23/2004
GREEN EYE	2,830,291	04/06/2004
BLUE EYE	2,830,290	04/06/2004
BLACK EYE	2,832,277	04/13/2004
EQUIBRAND	2,670,800	01/07/2003
DALE MARTIN SADDLERY	2,647,797	11/12/2002
XR4	2,607,789	08/13/2002
USTRC	2,344,367	04/25/2000
UNITED STATES TEAM ROPING CHAMPIONSHIPS	2,344,368	04/25/2000
CLASSIC (and Design)	2,138,636	02/24/1998
UNITED STATES TEAM ROPING CHAMPIONSHIPS (and Design)	2,400,363	10/31/2000
CLASSIC (and Design)	2,023,673	12/17/1996
USTRC	1,844,812	07/12/1994
UNITED STATES TEAM ROPING CHAMPIONSHPS (and Design)	1,896,139	05/30/1995
USTRC	2,269,362	08/10/1999
CLASSIC ROPE, INC.	1,568,442	11/28/1989
CLASSIC EQUINE COLLECTION	1,949,660	01/16/1996
CLASSIC MONEYMAKER	1,908,529	08/01/1995
CLASSIC CLASSIC GOLD	1,897,557	06/06/1995
CLASSIC PLATINUM	1,910,126	08/08/1995
CLASSIC SILVER DOLLAR	1,910,127	08/08/1995
CLASSIC GREENBACK	1,908,530	08/01/1995
NEW EQUIPMENT DIGEST LITERATURE DIGEST	2,138,363	02/24/1998

**Pending Applications**

Mark	Serial No.	Filing Date
SUPERLOOPER	75/743,285	07/06/1999
XR FOUR	75/559,490	09/25/1998
ORANGE EYE	75/892,973	01/11/2000
PS-X	75/901,274	01/20/2000

**Schedule B**

**U.S. Patents**

**Issued Patents**

Description	Patent No.	Issue Date
Cattle roping lariat	5,941,198	08/24/1999
Protective support wrap for equine limb	5,910,126	06/08/1999

**Payoff Letter**

[See Attached]



March 31, 2005

Equibrand Holding Corporation  
1301 Highway 51 North  
Granbury, Texas 76048  
Attn: President  
Telecopy: (817) 573-8467

MCG Capital Corporation  
1100 Wilson Boulevard, Suite 3000  
Arlington, Virginia 22209

Re: Payoff Letter

Ladies and Gentlemen:

Reference is made to (i) the Credit Agreement, dated as of June 23, 2000 (as amended, the "Credit Agreement"), among Equibrand Holding Corporation (the "Borrower"), Heller Financial, Inc., for itself, as a Lender, as Issuing Lender and as Agent for the Lenders (in such capacity, "Agent"), and the other Lenders signatory thereto from time to time, and (ii) the other Loan Documents (as defined in the Credit Agreement) and all guaranties, security agreements, mortgages, subordination agreements, intercreditor agreements, pledge agreements, blocked account agreements, notes and other documents and instruments relating thereto (together with the Credit Agreement, collectively, the "Credit Documents"). Agent understands that on the Payoff Effective Time (as hereinafter defined), the Borrower expects to obtain refinancing from MCG Capital Corporation as agent on behalf of itself and certain other lenders ("New Lender") for the purpose of, among other things, repaying in full all obligations and liabilities of the Borrower to the Lenders and Agent under or in respect of the Credit Agreement. All undefined capitalized terms used herein shall have the meanings set forth in the Credit Agreement.

If paid on the date hereof, the amount necessary to pay all of the Obligations outstanding under the Credit Documents is \$13,803,508.93 (the "Payoff Amount"), consisting of (i) \$4,499,779.03 in respect of the outstanding principal balance of the Revolving Loans, (ii) \$961,765 in respect of the outstanding principal balance of Term Loan A, (iii) \$6,923,525 in respect of the outstanding principal balance of Term Loan B, (iv) \$1,384,710 in respect of the outstanding principal balance of Term Loan C, (iv) \$23,729.90 in respect of accrued interest on the Loans and (v) \$10,000 in respect of outstanding attorneys' fees and expenses. Upon Agent's receipt today of (a) a federal funds wire transfer in an amount equal to the Payoff Amount, and (b) a fully executed counterpart of this letter agreement ("Agreement") signed by the Borrower, each other Loan Party and the New Lender (the time at which all of the conditions in the foregoing clauses (a) and (b) shall first

be satisfied is herein referred to as the "Payoff Effective Time"), (1) Agent agrees to deliver to New Lender the original stock certificates and other instruments in Agent's possession pursuant to the Credit Documents (excluding any stock certificates in Agent's possession for the issued and outstanding capital stock of the Borrower, which stock certificates shall be delivered to the Borrower), and (2) Agent authorizes the Borrower and New Lender to file UCC-3 termination statements in respect of UCC-1 financing statements that identify Agent as secured party and any Loan Party as debtor, and, upon written request of the Borrower or New Lender, Agent agrees to deliver mortgage satisfactions, releases of Liens, discharges, terminations and other release documentation releasing Agent's Liens and security interests in all of the assets and property of the Borrower and the other Loan Parties (the "Property").

Upon the Payoff Effective Time, Agent (on behalf of itself and the Lenders) agrees and acknowledges that (i) all outstanding indebtedness (including, without limitation, for principal, interest and fees) and other obligations of the Borrower or the Loan Parties under or relating to the Credit Documents shall be paid and satisfied in full and irrevocably discharged, terminated and released, (ii) all security interests and other Liens granted to or held by Agent for the benefit of the Lenders in any Property as security for such indebtedness shall be forever and irrevocably satisfied, released and discharged, and (iii) the Credit Documents, and the Banc One Subordination Agreement, shall terminate and be of no further force or effect other than those provisions therein that specifically survive termination. Further, Agent agrees to take all reasonable additional steps requested by New Lender or the Borrower as may be necessary to release its security interests in the Property. The Borrower agrees to pay Agent for all out-of-pocket costs and expenses incurred by Agent in connection with the matters referred to in the previous sentence, and acknowledges that Agent's execution of and/or delivery of any documents releasing any security interest or claim in any property of the Borrower as set forth herein is made without recourse, representation, warranty or other assurance of any kind by Agent as to Agent's rights in any collateral security for amounts owing under the Credit Documents, the condition or value of any Collateral, or any other matter. The Borrower hereby confirms that the commitments of the Lenders and Agent to make Loans or incur Letter of Credit Liability under the Credit Documents are terminated as of the Payoff Effective Time, and, as of the Payoff Effective Time, none of the Lenders or Agent shall have any further obligation to make Loans to, or incur Letter of Credit Liability on behalf of, the Borrower or to renew, extend or amend any existing Letter of Credit Liability. Notwithstanding anything to the contrary contained herein or in any of such releases or other documents, the obligations and liabilities of the Borrower and the other Loan Parties to the Lenders and Agent under or in respect of the Credit Documents insofar as such obligations and liabilities survive termination of the Credit Documents shall continue in full force and effect in accordance with their terms.

The Payoff Amount referred to above, should be sent by federal funds wire transfer to the following account no later than 2:00 p.m. (Chicago time) today: Bank One, N.A., Chicago, Illinois, ABA No.: 071-000-013, Account No.: 5500540, Beneficiary: Heller Financial, Inc., Reference: HLR 3391, Equibrand.

In addition, the Borrower and the other Loan Parties, on their behalf and on behalf of their past, present and future agents, representatives, officers, directors, employees,

attorneys, affiliates, subsidiaries, insurers, predecessors, successors and assigns, agree that, upon the Payoff Effective Time, such Loan Parties release Agent and the Lenders and their respective past, present and future affiliates, subsidiaries, officers, directors, employees, shareholders, agents, attorneys, consultants, insurers, representatives, predecessors, successors and assigns from any and all known claims, demands, controversies, suits, obligations, rights, causes of action, liabilities, damages, attorneys' fees and expenses, whether claimed or suspected, whether fixed or contingent, whether yet accrued or not, whether damage has resulted or not, whether in law or equity, whether arising out of agreement or imposed by statute, common law or otherwise of any kind, nature or description arising on or before the date hereof, which such Loan Parties ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever, which are based upon, arise under or are related to the Loans or the Credit Documents.

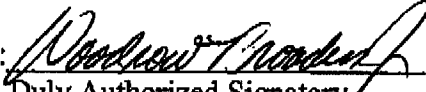
The Payoff Amount has been calculated assuming that the proceeds of all checks or similar instruments for the payment of money (collectively, "Checks") that have been received by Agent and credited to Borrower's account with Agent are good collected funds. In consideration of Agent and Lenders' release of the Liens and security interests in and to any Property, the Borrower agrees to reimburse Agent for all losses and liabilities which Agent may incur at any time as a result of any nonpayment, claim, refund, or chargeback of any Check together with any expenses or other charges incident thereto. The amount of any such losses or liabilities reimbursed hereunder shall be paid to Agent promptly by the Borrower upon Agent's demand therefor, and the amount of such demand shall be conclusive upon the Borrower in the absence of manifest error. All claims hereunder must be made within sixty (60) days of the Payoff Effective Time.

This Agreement shall be governed by the internal laws of the State of Illinois. No party may assign its rights, duties or obligations under this Agreement without the prior written consent of the other parties. This Agreement may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement. The undersigned parties have signed below to indicate their consent to be bound by the terms and conditions of this Agreement.

If you need additional information, please do not hesitate to contact us.

Very truly yours,

HELLER FINANCIAL, INC.,  
as Agent, Issuing Lender and a Lender

By:   
Its: Duly Authorized Signatory

ACCEPTED and AGREED:

EQUIBRAND HOLDING CORPORATION

By: \_\_\_\_\_  
Its: \_\_\_\_\_

MCG CAPITAL CORPORATION

By: \_\_\_\_\_  
Its: \_\_\_\_\_

EQUIBRAND CORPORATION

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ROPING MANAGEMENT COMPANY

By: \_\_\_\_\_  
Its: \_\_\_\_\_

EQUIBRAND PRODUCTS INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

If you need additional information, please do not hesitate to contact us.

Very truly yours,

HELLER FINANCIAL, INC.,  
as Agent, Issuing Lender and a Lender

By: \_\_\_\_\_  
Its: Duly Authorized Signatory

ACCEPTED and AGREED:

EQUIBRAND HOLDING CORPORATION

By: B Kent Ryz  
Its: Vice President

[NEW LENDER]

By: \_\_\_\_\_  
Its: \_\_\_\_\_

EQUIBRAND CORPORATION

By: B Kent Ryz  
Its: Vice President

ROPING MANAGEMENT COMPANY

By: B Kent Ryz  
Its: Vice President

EQUIBRAND PRODUCTS INC.

By: B Kent Ryz  
Its: Vice President

EQUIBRAND ENTERTAINMENT INC.

By: B. K. R. Ry  
Its: Vice President

EQUIBRAND PRODUCTS GROUP L.P.

By: Equibrand Products Inc., its General  
Partner

By: B. K. R. Ry  
Its: Vice President

EQUIBRAND ENTERTAINMENT GROUP L.P.

By: Equibrand Entertainment Inc.,  
its General Partner

By: B. K. R. Ry  
Its: Vice President

RMC TRUST, a Delaware business trust

By: J. Richard Barton, as Co-Trustee  
J. Richard Barton  
Name: J. Richard Barton

ROPING MANAGEMENT COMPANY,  
as Co-Trustee

By: J. Richard Barton  
Its: President