

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM591117

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
D9 Capital Partners, LLC		07/16/2020	Limited Liability Company: PENNSYLVANIA
Brute Athletic Apparel, Inc.		07/23/2020	Corporation: PENNSYLVANIA
Henson Company, Inc., d/b/a The Brute Group		07/24/2020	Corporation: VIRGINIA
Neuedge Properties, LLC		07/24/2020	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Brute Athletic Apparel Acquisition Company LLC		
<b>Doing Business As:</b>	Brute Athletic Apparel		
<b>Street Address:</b>	25 Stonehill Drive		
<b>City:</b>	Mohnton		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19540		
<b>Entity Type:</b>	Limited Liability Company: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75646994		
<b>Serial Number:</b>	75865755	BRUTE	
<b>Serial Number:</b>	76547090	WHAT WINNERS WEAR!	
<b>Serial Number:</b>	86132857	BRUTE	
<b>Serial Number:</b>	86299030	B BRUTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4122816622		
<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>	412-454-0244		
<b>Email:</b>	malbert@williamscoulson.com		
<b>Correspondent Name:</b>	Mindi M. Albert		
<b>Address Line 1:</b>	420 Fort Duquesne Blvd		

TRADEMARK

<b>Address Line 2:</b>	One Gateway Center, 16th FL
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15222

<b>NAME OF SUBMITTER:</b>	Mindi M. Albert
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<b>SIGNATURE:</b>	/Mindi M. Albert/
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<b>DATE SIGNED:</b>	08/10/2020
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**Total Attachments: 10**

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source=Release and Termination of Amended and Restated Trademark and Patent Security Agreement (01191056x9DA6B)#page2.tif

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**RELEASE AND TERMINATION OF  
AMENDED AND RESTATED TRADEMARK AND PATENT SECURITY  
AGREEMENT**

WHEREAS, Henson Company, Inc., d/b/a The Brute Group, a Virginia corporation (“Henson”), and Neuedge Properties, LLC, a Pennsylvania limited liability company (“Neuedge”), entered into that certain Amended and Restated Trademark and Patent Security Agreement dated September 1, 2011, with Sovereign Bank as the original secured party, which said Sovereign Bank assigned to D9 Capital Partners, LLC, a Pennsylvania limited liability company (“Secured Party”), pursuant to the terms of that certain Assignment of Amended and Restated Security Agreement dated September 1, 2011, a true and correct copy of which was recorded in the United States Patent and Trademark Office on September 19, 2011 at Trademark Reel 004625, Frame 0628 and at Patent Reel 026954, Frame 0042 (the “Security Agreement”);

WHEREAS, a portion of the security provided under the Security Agreement included all of Henson’s right, title and interest in, to and under the United States trademark registrations and applications listed on Exhibit “A” attached hereto and made a part hereof (collectively, the “Trademarks”), and all of Henson’s right, title and interest in, to and under the United States patents and patent applications listed on Exhibit “B” attached hereto and made a part hereof (collectively, the “Patents”);

WHEREAS, pursuant to that certain Subordination Agreement effective October 31, 2016, the original debt owed by Henson to Secured Party became subordinated to the debt owed by Henson to Brute Athletic Apparel, Inc., a Pennsylvania corporation (“BAA”), as successor in interest to DG Investment Partners, L.P., a Delaware limited partnership, and in connection therewith, Henson had pledged the Trademarks and Patents as security for the new senior loan to BAA;

WHEREAS, no documentation was recorded with the U.S. Patent and Trademark Office to reflect Secured Party as a subordinated creditor to BAA or to reflect the pledge of the Trademarks and Patents as security for the new senior loan to BAA;

WHEREAS, upon default, Henson consented to the foreclosure by BAA on all of Henson’s assets as of January 12, 2018, which included (inter alia) all of Henson’s right, title and interest in and to the Trademarks, together with the goodwill associated therewith, and the Patents (the “2018 Assignment”);

WHEREAS, the 2018 Assignment was never recorded with the U.S. Patent and Trademark Office;

WHEREAS, BAA and Brute Athletic Apparel Acquisition Company LLC, a Pennsylvania limited liability company, d/b/a Brute Athletic Apparel (“Acquisition Company”), subsequently entered into that certain Asset Purchase Agreement dated July 31, 2019, under which BAA agreed to assign and transfer to Acquisition Company all of BAA’s right, title and

interest in, to and under the Trademarks, together with the goodwill associated therewith, and the Patents (the “2019 Assignment”);

WHEREAS, the 2019 Assignment is documented by that certain Assignment of Trademarks and Patents effective as of July 31, 2019, as recorded with the United States Patent and Trademark Office on July 29, 2020, at Trademark Reel 007010, Frame 0631, and at Patent Reel 053339, Frame 0001;

WHEREAS, the Secured Party desires to release its security interest in, to and under all such Trademarks and Patents and terminate said Security Agreement; and

WHEREAS, BAA, Henson and Neuedge desire to consent to and join in the release and termination herein described.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Secured Party hereby:

1. Releases any and all liens, security interests, rights, title and interest of Secured Party in, to and under the Trademarks and Patents.
2. Waives and relinquishes all of Secured Party’s rights, powers, privileges and remedies under the Security Agreement.
3. Assigns, transfers and sets over unto Acquisition Company (successor in interest to BAA, which was successor in interest to Henson), together with Acquisition Company’s successors and assigns, any and all of the Secured Party’s rights, title and interest in, to and under the Trademarks, together with the goodwill associated therewith, and the Patents.
4. Terminates the Security Agreement.
5. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to note and record the existence of the release and termination hereby given.

\* \* \* \* \*

IN WITNESS WHEREOF, intending to be legally bound hereby, Secured Party has caused this Release and Termination of the Amended and Restated Trademark and Patent Security Agreement, to be signed by its duly authorized representative, to be effective as of the 31<sup>st</sup> day of July, 2019.

SECURED PARTY:

D9 Capital Partners, LLC

By: Karl E. Bupp  
Karl E. Bupp, Managing Member

**Consent and Joinder of BAA, Henson and Neuedge**

The undersigned duly authorized representatives of BAA, Henson and Neuedge hereby consent to and join in the release and termination as described in this Release and Termination of the Amended and Restated Trademark and Patent Security Agreement, with the intent to be legally bound hereby, to be effective as of the 31<sup>st</sup> day of July, 2019.

Brute Athletic Apparel, Inc.

By: \_\_\_\_\_  
David R. Goetz, Sr., CEO

Henson Company, Inc.,  
d/b/a The Brute Group

By: \_\_\_\_\_  
John W. Purnell, President

Neuedge Properties, LLC

By: \_\_\_\_\_  
John W. Purnell, President

IN WITNESS WHEREOF, intending to be legally bound hereby, Secured Party has caused this Release and Termination of the Amended and Restated Trademark and Patent Security Agreement, to be signed by its duly authorized representative, to be effective as of the 31<sup>st</sup> day of July, 2019.

SECURED PARTY:

D9 Capital Partners, LLC

By: \_\_\_\_\_  
Karl E. Bupp, Managing Member

**Consent and Joinder of BAA, Henson and Neuedge**

The undersigned duly authorized representatives of BAA, Henson and Neuedge hereby consent to and join in the release and termination as described in this Release and Termination of the Amended and Restated Trademark and Patent Security Agreement, with the intent to be legally bound hereby, to be effective as of the 31<sup>st</sup> day of July, 2019.

Brute Athletic Apparel, Inc.

By: David R. Goetz, Sr.  
David R. Goetz, Sr., CEO

Henson Company, Inc.,  
d/b/a The Brute Group

By: \_\_\_\_\_  
John W. Purnell, President

Neuedge Properties, LLC

By: \_\_\_\_\_  
John W. Purnell, President

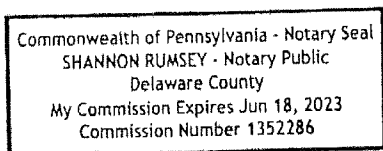


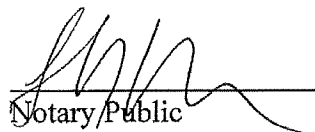
COMPANY ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA     )  
   )  
COUNTY OF Delaware                     )

On this, the 16 day of July, 2020, before me, a Notary Public, personally appeared Karl E. Bupp, who acknowledged himself to be the Managing Member of D9 Capital Partners, LLC, and that he as such member and being authorized to do so, executed the foregoing Release and Termination of the Amended and Restated Trademark and Patent Security Agreement for the purposes therein pursuant to the authority vested in him by law, and that he desires the same to be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



  
\_\_\_\_\_  
Notary Public

COMPANY ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA     )  
   )  
COUNTY OF                                     )

On this, the \_\_\_\_ day of \_\_\_\_\_, 2020, before me, a Notary Public, personally appeared David R. Goetz, Sr., who acknowledged himself to be the CEO of Brute Athletic Apparel, Inc., and that he as such officer and being authorized to do so, executed the foregoing Release and Termination of the Amended and Restated Trademark and Patent Security Agreement for the purposes therein pursuant to the authority vested in him by law, and that he desires the same to be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public



COMPANY ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA     )  
   )  
COUNTY OF                                     )

On this, the \_\_\_\_ day of \_\_\_\_\_, 2020, before me, a Notary Public, personally appeared Karl E. Bupp, who acknowledged himself to be the Managing Member of D9 Capital Partners, LLC, and that he as such member and being authorized to do so, executed the foregoing Release and Termination of the Amended and Restated Trademark and Patent Security Agreement for the purposes therein pursuant to the authority vested in him by law, and that he desires the same to be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

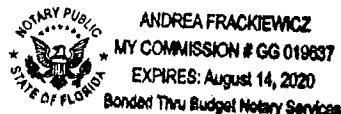
COMPANY ACKNOWLEDGMENT

STATE OF FLORIDA                             )  
   )  
COUNTY OF Palm Beach                     )

On this, the 23rd day of July, 2020, before me, a Notary Public, personally appeared David R. Goetz, Sr., who acknowledged himself to be the CEO of Brute Athletic Apparel, Inc., and that he as such officer and being authorized to do so, executed the foregoing Release and Termination of the Amended and Restated Trademark and Patent Security Agreement for the purposes therein pursuant to the authority vested in him by law, and that he desires the same to be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Andrea Frackiewicz  
Notary Public

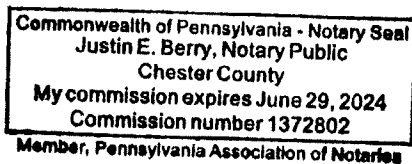


COMPANY ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA     )  
   )  
COUNTY OF                                     )

On this, the 24 day of July, 2020, before me, a Notary Public, personally appeared John W. Purnell, who acknowledged himself to be the President of Henson Company, Inc., d/b/a The Brute Group, and that he as such officer and being authorized to do so, executed the foregoing Release and Termination of the Amended and Restated Trademark and Patent Security Agreement for the purposes therein pursuant to the authority vested in him by law, and that he desires the same to be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



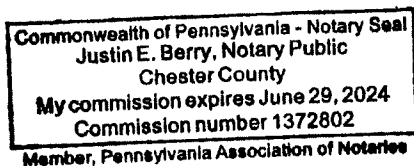
Justin Berry  
Notary Public

COMPANY ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA     )  
   )  
COUNTY OF                                     )

On this, the 24 day of July, 2020, before me, a Notary Public, personally appeared John W. Purnell, who acknowledged himself to be the President of Neuedge Properties, LLC, and that he as such member and being authorized to do so, executed the foregoing Release and Termination of the Amended and Restated Trademark and Patent Security Agreement for the purposes therein pursuant to the authority vested in him by law, and that he desires the same to be recorded as such.


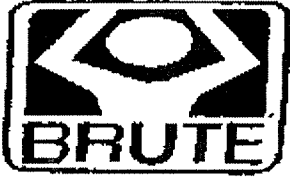

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Justin Berry  
Notary Public

Exhibit "A"

**Trademarks**

Mark	Mark Drawing	Serial No.	Application Filing Date	Registration No.	Registration Date
		75646994	2/22/1999	2372347	8/1/2000
BRUTE		75865755	12/7/1999	2387976	9/19/2000
WHAT WINNERS WEAR!	WHAT WINNERS WEAR	76547090	9/10/2003	2916990	1/11/2005
BRUTE	BRUTE	86132857	12/2/2013	4564109	7/8/2014
BRUTE		86299030	6/3/2014	4903607	2/23/2016

**Exhibit "B"**

**Patents**

<b>Patent No.</b>	<b>Patent Date</b>	<b>Publication No.</b>	<b>Publication Date</b>	<b>Application No.</b>	<b>Application Date</b>
5504945	4/9/1996	None	N/A	08394951	2/27/1995
6058516	5/9/2000	None	N/A	09264810	3/9/1999
6557186	5/6/2003	None	N/A	10112777	4/2/2002
6715156	4/6/2004	None	N/A	10338367	1/9/2003
7197773	4/3/2007	20060143806	7/6/2006	11007271	12/9/2004
None	N/A	20070050890	3/8/2007	11206782	Aug 19, 2005
D429035	8/1/2000	None	N/A	29101656	3/9/1999
D547909	7/31/2007	None	N/A	29254789	3/1/2006
D551393	9/18/2007	None	N/A	29254790	3/1/2006
D547910	7/31/2007	None	N/A	29254791	3/1/2006
D548404	8/7/2007	None	N/A	29254792	3/1/2006
D548405	8/7/2007	None	N/A	29254793	3/1/2006
D551809	9/25/2007	None	N/A	29254794	3/1/2006
D622006	8/17/2010	None	N/A	29328861	12/3/2008
D616609	5/25/2010	None	N/A	29328868	12/3/2008