

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM591890

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENHANCED CAPITAL ALABAMA FUND II, LLC		09/04/2018	Limited Liability Company: ALABAMA
ENHANCED ALABAMA ISSUER, LLC		09/04/2018	Limited Liability Company: ALABAMA
RECEIVING PARTY DATA			
Name:	Birmingham Motorcycle Company, LLC		
Street Address:	500 28th Street South		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35233		
Entity Type:	Limited Liability Company: ALABAMA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4434076	AMERICAN V4	
Registration Number:	4463595	M	
Registration Number:	4408355	BABY BLOCK	
Registration Number:	4305465	MOTUS	
CORRESPONDENCE DATA			
Fax Number:	2054886267		
<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>			
Phone:	205-521-8267		
Email:	devans@bradley.com		
Correspondent Name:	Donita Evans		
Address Line 1:	1819 FIFTH AVENUE NORTH		
Address Line 2:	Bradley Arant Boult Cummings LLP		
Address Line 4:	Birmingham, ALABAMA 35203		
ATTORNEY DOCKET NUMBER:	0M1512		
NAME OF SUBMITTER:	Donita Evans		
SIGNATURE:	/donita evans/		

OP \$115.00 4434076

DATE SIGNED:	08/13/2020
Total Attachments: 4 source=release#page1.tif source=release#page2.tif source=release#page3.tif source=release#page4.tif	

RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (“Release”) is effective as of September 4, 2018, and granted by Enhanced Capital Alabama Fund II, LLC, an Alabama limited liability company (“Enhanced Capital”) and Enhanced Alabama Issuer, LLC, an Alabama limited liability company (“Enhanced Alabama” and together with Enhanced Capital, “Lenders”), in favor of Birmingham Motorcycle Company, LLC, an Alabama limited liability company (“Grantor”).

WHEREAS, Lenders and Grantor have entered into that certain Credit Agreement, dated February 21, 2014, as such Loan Agreement has been amended or amended and restated or refinanced from time to time (the “Loan Agreement”);

WHEREAS, in connection with the Loan Agreement, Lenders and Grantor have entered into a Patent and Trademark Security Agreement, dated as of February 21, 2014 (the “Security Agreement”), pursuant to which Grantor granted Lenders a lien and security interest in the Released IP Collateral as hereinafter defined;

WHEREAS, Grantor has requested that the Lenders enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Lenders may have in the Released IP Collateral pursuant to the Security Agreement, which security interests were recorded with the United States Patent & Trademark Office on the dates and at the Reels/Frames set forth on Schedule 1 hereto.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lenders hereby state as follows:

1. Release of Security Interest. Lenders, their successors, legal representatives and assigns, hereby terminate, release and discharge any and all security interests that they have pursuant to the Security Agreement in any and all right, title and interest of Grantor, and reassigns to Grantor any and all right, title and interest that they may have, in, to and under the following (collectively, the “Released IP Collateral”):

(a) the trademarks, trademark registrations, trademark applications, tradenames, patents, patent applications, copyrights, trade secrets, all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, owned, held, or used by Grantor in whole or in part, and all other intellectual property of Grantor, including without limitation, the registered United States trademarks and United States trademark application listed on Schedule 1 hereto, and (i) any and all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world including the right to make, use, lease, sell and other transfer the inventions disclosed therein, subject to any rights granted with respect thereto (collectively, the “Patents and Trademarks”);

(b) all reissues, divisions, continuations, extensions and continuations-in-part of the Patents and Trademarks;

(c) all goodwill of the Grantor’s business connected with and symbolized by the Patents and Trademarks; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of

any of the Patents and Trademarks or (ii) injury to the goodwill associated with any of the Patents and Trademarks.

2. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Alabama, without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lenders have caused this Release to be duly executed and delivered by their officers thereunto duly authorized as of the date first above written.

ENHANCED CAPITAL ALABAMA FUND II,
LLC

By:  _____

Name: Philip L. Hodges

Title: Manager

ENHANCED ALABAMA ISSUER, LLC

By:  _____

Name: Philip L. Hodges

Title: Manager

SCHEDULE 1

PATENTS AND TRADEMARKS

Grantor	Patents / Registration or Application Numbers and Jurisdictions	Trademarks / Registration or Application Numbers and Jurisdictions	Current Security Interest(s) on Record
Birmingham Motorcycle Company, LLC	None.	USA 4,434,076 USA 4,463,595 USA 4,408,355 USA 4,305,465	New Assignment of Security Interest pursuant to Patent and Trademark Security Agreement dated February 21, 2014, recorded at Reel/Frame 005225/0213 on February 27, 2014