

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM596563

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KeyBank National Association		09/02/2020	National Banking Association:

RECEIVING PARTY DATA

Name:	Top Of The World, LLC
Street Address:	3001 36th Avenue NW
City:	Norman
State/Country:	OKLAHOMA
Postal Code:	73072
Entity Type:	Limited Liability Company: OKLAHOMA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2915957	ONE FIT
Registration Number:	1727767	TOW
Registration Number:	1918024	TOP OF THE WORLD
Registration Number:	4804642	MEMORY FIT
Registration Number:	4784414	FEEL THE FIT
Registration Number:	4671439	M-F1T
Registration Number:	4874778	THE CAP OF COLLEGE
Registration Number:	4432465	THE CAP OF COLLEGE
Registration Number:	4432464	THE WORLD IS YOURS
Registration Number:	4432463	TW
Registration Number:	5235983	CAPTIVATING HEADWEAR

CORRESPONDENCE DATA

Fax Number: 2027393001

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: 202.739.3000

Email: jennifer.evans@morganlewis.com

Correspondent Name: Morgan, Lewis & Bockius LLP

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, D.C. 20004

TRADEMARK

ATTORNEY DOCKET NUMBER:	011558-0278
NAME OF SUBMITTER:	Jennifer C. Evans
SIGNATURE:	/JCE/
DATE SIGNED:	09/09/2020

Total Attachments: 5

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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “**Release**”) is made and effective as of September 2, 2020 (“**Effective Date**”) and provided to Top of the World, LLC (as successor by merger to Top of the World Holdings, LLC), an Oklahoma limited liability company, NWL Distributing, LLC, a Pennsylvania limited liability company, JASR, LLC, a Michigan limited liability company, JAOD, LLC, a Michigan limited liability company, JAWB, LLC, a Michigan limited liability company, and JASSD, LLC, a Michigan limited liability company (collectively, the “**Grantors**”) by KeyBank National Association, a national banking association, as Administrative Agent for the Lenders (the “**Administrative Agent**”), as defined in that certain Amended and Restated Credit Agreement, dated as of February 2, 2017 (as amended and restated, supplemented or otherwise modified from time to time, in accordance with its terms, the “**Credit Agreement**”), among Administrative Agent, the Lenders, the Grantors and certain affiliates of the Grantors.

WHEREAS, the Credit Agreement amended and restated that certain Credit Agreement, dated as of March 25, 2016, by and among J. America, LLC (“**JAM**”), as borrower, Vetta, LLC, the subsidiary guarantors party thereto, the lenders party thereto, and the administrative agent (the “**2016 Credit Agreement**”);

WHEREAS, in connection with the 2016 Credit Agreement, JAM entered into a Security and Pledge Agreement, dated as of March 25, 2016 (the “**2016 Security Agreement**”), and pursuant to the 2016 Security Agreement, granted in favor of the Administrative Agent, as security for the prompt and complete payment and performance when due of all obligations of JAM under the 2016 Credit Agreement, a security interest in certain intellectual property of JAM (the “**2016 IP Collateral**”);

WHEREAS, a Notice of Grant of Security Interest in Trademarks was filed for the 2016 IP Collateral with the United States Patent and Trademark Office (“**USPTO**”) and recorded on March 25, 2016 at Reel 5758, Frame 0350;

WHEREAS, in connection with the Credit Agreement, each of the Grantors, with the exception of NWL, executed and delivered to the Administrative Agent that certain Amended and Restated Security and Pledge Agreement, dated as of February 2, 2017 (as amended and restated, supplemented or otherwise modified from time to time, in accordance with its terms, the “**Security Agreement**”);

WHEREAS, NWL executed that certain NWL Joinder Agreement (“**Joinder**”), dated as of March 2, 2018, pursuant to which NWL acknowledged, agreed and confirmed that, by its execution of the Joinder, it would be deemed to be a party to the Security Agreement and have all the obligations of an Obligor thereunder as if it had executed the Security Agreement;

WHEREAS, pursuant to the terms and conditions of the Security Agreement, as security for the prompt and complete payment and performance when due of all of their obligations under the Credit Agreement, the Grantors pledged and granted to the Administrative Agent, for the benefit of the Lenders, a security interest in all of the Grantors’ Intellectual Property (collectively with the 2016 IP Collateral, the “**IP Collateral**”);

WHEREAS, a Notice of Grant of Security Interest in Patents was filed with the USPTO and recorded on February 3, 2017 at Reel 41169, Frame 0489;

WHEREAS, an Amended and Restated Notice of Grant of Security Interest in Trademarks was filed with the USPTO and recorded on February 3, 2017 at Reel 5981, Frame 0368;

WHEREAS, the Grantors have entered into that certain Asset Purchase Agreement, dated as of August 25, 2020, with Everest Acquisition, LLC (the “**Purchaser**”), pursuant to which, among other things, the Purchaser is acquiring certain assets of the Grantors as described therein (collectively, the “**Acquired Assets**”) that are subject to security interests and liens in favor of the Administrative Agent to secure the obligations of the Grantors and other “**Obligors**” under the Credit Agreement for the benefit of the Lenders, and the Purchaser’s obligation to purchase the Acquired Assets is conditioned upon, among other things, the Administrative Agent releasing and discharging its security interests and liens on the Acquired Assets;

WHEREAS, the Grantors have requested that the Administrative Agent enter into this Release in order to effectuate, evidence and record the discharge, release and reassignment to the Grantors of any and all right, title and interest the Administrative Agent may have in the IP Collateral that is included in the Acquired Assets, including but not limited to the IP Collateral set forth on Schedule 1 hereto, along with any and all registered and unregistered components and rights thereof, including common law rights and the goodwill connected with the use of, and symbolized by, any and all trademarks, trade names, and service marks and all other IP Collateral included in the Acquired Assets (collectively, the “**Released IP Collateral**”); and

WHEREAS, the Administrative Agent has agreed to discharge, terminate, and release any and all right, title, and interest the Administrative Agent may have in the Released IP Collateral and assign any and all right, title, and interest the Administrative Agent may have in the Released IP Collateral back to the Grantors.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent hereby states as follows:

1. **Definitions.** Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Release, including its preamble and recitals, but not defined herein shall have the meaning provided or provided by reference in the Credit Agreement or Security Agreement, as applicable.

2. **Release of Security Interest in IP Collateral.**

2.1 Without recourse and without representation and warranty of any kind, the Administrative Agent hereby: (i) terminates, cancels, discharges, and releases any and all security interests it has against the Released IP Collateral, (ii) consents to the termination of the IP Security Agreement with respect to such Released IP Collateral, and (iii) reassigns to the Grantors any and all such rights, title, and interest that it may have in, to, and under the Released

IP Collateral, including (a) all rights of any kind whatsoever of such Grantor accruing under any of the Released IP Collateral provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, (b) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Released IP Collateral, and (c) any and all claims and causes of action of such Grantor with respect to any of the Released IP Collateral, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2.2 The Administrative Agent hereby authorizes Grantors or any of their authorized representatives to file this Release with the USPTO or any other applicable governmental office at the sole cost and expense of the Grantors. The Administrative Agent hereby further authorizes and requests that the USPTO record this Release.

3. Miscellaneous.

3.1 Governing Law. 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 Ohio, without regard to any choice or conflict of law principle that would require or permit the laws of any other jurisdiction to apply.

3.2 Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow on Next Page]

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IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized representative as of the Effective Date.

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent

By: 

Name: Scott Saber

Title: SVP

SCHEDULE 1

Patents:

<u>Patent Name</u>	<u>Country</u>	<u>Registration Number</u>	<u>Record Owner</u>
Flexible Fit Cap With Improved Sweat Band	United States	6,892,398	Top of the World, LLC
Seamless Baseball Cap	United States	D444,618	Peter Wilson

Patent Applications:

<u>Application Name</u>	<u>Country</u>	<u>Application Number</u>	<u>Record Owner</u>
Headwear System	United States	14/462,168	Top of the World, LLC

Trademarks, Trade Name and Service Marks:

<u>Record Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>
Top of the World, LLC	ONE FIT	United States	2915957
Top of the World, LLC	TOW	United States	1727767
Top of the World, LLC	TOP OF THE WORLD	United States	1918024
Top of the World, LLC	MEMORY FIT	United States	4804642
Top of the World, LLC	FEEL THE FIT	United States	4784414
Top of the World, LLC	M-FIT	United States	4671439
Top of the World, LLC	THE CAP OF COLLEGE	United States	4874778
Top of the World, LLC	THE CAP OF COLLEGE	United States	4432465
Top of the World, LLC	THE WORLD IS YOURS	United States	4432464
Top of the World, LLC	TW	United States	4432463
Top of the World, LLC	CAPTIVATING HEADWEAR	United States	5235983