

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600454

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900567476

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BSP Agency, LLC	FORMERLY Triangle Messanine Fund, LLLP, a North Carolina limited liability limited partnership	08/25/2020	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Icon Outdoors, LLC
Street Address:	7282 Maygan Drive
City:	Olive Branch
State/Country:	MISSISSIPPI
Postal Code:	38654
Entity Type:	Limited Liability Company: MISSISSIPPI

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	4313228	WATERFOWLER 365
Registration Number:	4335628	OLD SCHOOL TIMBER
Registration Number:	4079565	LADY DRAKE
Registration Number:	4076322	D2D
Registration Number:	4126330	DRAKE YOUNG GUNS HUNT CLUB
Registration Number:	3949292	
Registration Number:	3949291	DRAKE'S MIGRATION NATION
Registration Number:	2910816	MCALISTER
Registration Number:	3802132	DURA-LITE
Registration Number:	4024074	NON-TYPICAL GEAR
Registration Number:	3557979	HOLLYWOOD
Registration Number:	3561498	ROXANNE
Registration Number:	2889658	DRAKE WATERFOWL
Registration Number:	2868659	
Registration Number:	3493119	CASANOVA
Registration Number:	3221135	RUTWEAR

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3172892	TIME & MOTION
Registration Number:	3172891	DOUBLE BEARDED
Registration Number:	3230260	
Registration Number:	3149234	OL' TOM
Registration Number:	3114629	EST EARLY SEASON TECHNOLOGY
Registration Number:	3085866	EST EARLY SEASON TECHNOLOGY
Registration Number:	2831526	MCALISTER

CORRESPONDENCE DATA

Fax Number: 9015245024
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: 9015245000
Email: rdubose@bpjlaw.com
Correspondent Name: Burch Porter & Johnson PLLC
Address Line 1: 130 N Court Ave
Address Line 4: Memphis, TENNESSEE 38103

NAME OF SUBMITTER:	Rachel DuBose
SIGNATURE:	/Rachel DuBose/
DATE SIGNED:	09/30/2020

Total Attachments: 8
source=Drake - BSP - USPTO Proof of Trademark Release Filing - 9.2.2020 4834-5035-2329 v.1#page1.tif
source=Drake - BSP - USPTO Proof of Trademark Release Filing - 9.2.2020 4834-5035-2329 v.1#page2.tif
source=BSP_Drake - Trademark Release - Executed - 8.25.2020 4831-0431-7129 v.1#page1.tif
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**TERMINATION AND RELEASE OF SECURITY INTEREST IN
TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of August 25, 2020 (“Release”), is made by **BSP AGENCY, LLC** (as successor to Triangle Mezzanine Fund, LLLP, a North Carolina limited liability limited partnership), (“Agent”), in favor of **ICON OUTDOORS, LLC**, a Mississippi limited liability company (“Grantor”).

WHEREAS, pursuant to (i) that certain Loan and Security Agreement dated as of March 9, 2015 (as amended, restated, amended and restated, supplemented, modified, extended, renewed or replaced from time to time, the “Loan Agreement”) by and between Agent, Grantor, and the other parties thereto, and (ii) that certain Trademark Security Agreement dated as of March 9, 2015 (the “Trademark Security Agreement”), by and between Agent and Grantor, Grantor granted and conveyed to Agent a security interest in the entire right, title and interest of Grantor in and to all of Grantor’s Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded with the Office of the Commissioner of Trademarks at the United States Patent and Trademark Office at Reel 5473 Frame 0687 on March 9, 2015.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement or the Trademark Security Agreement, as applicable.

SECTION 2. Termination and Release. Agent, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the grant, assignment, pledge and lien on and security interest in and to the entire right, title, and interest of Grantor in the Trademark Collateral listed on Schedule A attached hereto, granted pursuant to the Credit Agreement and recorded with the US Patent and Trademark Office (“USPTO”) as set forth on Schedule A; and

(b) authorizes the recordation of this Release with the USPTO, at Grantor’s expense.


SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws principles.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Lender has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

BSP AGENCY, LLC

By: Benefit Street Partners L.L.C., its sole Member

By: 

Name: Todd Marsh
Title: Authorized Signatory

[Signature Page to Termination and Release of Security Interest in Trademarks]

TRADEMARK
REEL: 007059 FRAME: 0090

SCHEDULE A

TRADEMARK COLLATERAL

<u>Name of Grantor</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Icon Outdoors, LLC	Waterfowler 365	4313228	04/02/2013
Icon Outdoors, LLC	Old School Timber	4335628	05/14/2013
Icon Outdoors, LLC	Lady Drake	4079565	01/03/2012
Icon Outdoors, LLC	D2D	4076322	12/27/2011
Icon Outdoors, LLC	Drake Young Guns Hunt Club	4126330	04/10/2012
Icon Outdoors, LLC	Design (black triangle above which a duck is flying)	3949292	11/23/2010
Icon Outdoors, LLC	Drake's Migration Nation	3949291	04/19/2011
Icon Outdoors, LLC	McAlister	2910816	12/14/2004
Icon Outdoors, LLC	Dura-Lite	3802132	06/15/2010
Icon Outdoors, LLC	Non-Typical Gear	4024074	09/06/2011
Icon Outdoors, LLC	Hollywood	3557979	01/06/2009
Icon Outdoors, LLC	Roxanne	3561498	01/13/2009
Icon Outdoors, LLC	Drake Waterfowl	2889658	09/28/2004
Icon Outdoors, LLC	Design (profile of a duck head)	2868659	08/03/2004
Icon Outdoors, LLC	Casanova	3493119	08/26/2008
Icon Outdoors, LLC	Rutwear	3221135	03/27/2007
Icon Outdoors, LLC	Time & Motion	3172892	11/21/2006
Icon Outdoors, LLC	Double Bearded	3172891	11/21/2006
Icon Outdoors, LLC	Design (turkey profile)	3230260	04/17/2007
Icon Outdoors, LLC	OL'TOM	3149234	09/06/2006
Icon Outdoors, LLC	EST EARLY SEASON TECHNOLOGY (& design)	3114629	0/11/2006

Icon Outdoors, LLC	EST EARLY SEASON TECHNOLOGY	3085866	04/25/2006
Icon Outdoors, LLC	MCALISTER	2831526	04/13/2004

Licenses of Trademarks

<u>Licensor</u>	<u>Description of License</u>	<u>Term of License</u>	<u>Royalties Payable</u>
The Collegiate Licensing Company, LLC	Standard Retail License Agreement for Collegiate Apparel	Term varies based on school	9-13% per unit, depending on school.
Licensing Resource Group, LLC	Standard Retail License Agreement for Collegiate Apparel for multiple schools.	Term varies based on school, but generally 1- year term by school	10% per unit.
Fermata Partners, LLC	Consumer Product Retail License Agreement	Term varies based on school	12% per sale.
Jordan Outdoor Enterprises, Ltd.	License Agreement for Rubber Apparel Products	March 1, 2015 – March 1, 2020	\$0.25 - \$2.00 per unit.
Hass Outdoors, Inc.	License Agreement for Fabrics	1-year term renewable on November 1, 2015	Up to 12% per unit.

Agent's security interest recorded at the US Patent and Trademark Office on March 9, 2015 at Reel 5473 Frame 0687.

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ETAS ID: TM595486

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

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Registration Number:	2868659	
Registration Number:	3493119	CASANOVA
Registration Number:	3221135	RUTWEAR
Registration Number:	3172892	TIME & MOTION

OP \$590.00 4313228



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

September 30, 2020

PTAS

BURCH PORTER & JOHNSON PLLC
130 N COURT AVE
MEMPHIS, TN 38103



900567476

United States Patent and Trademark Office
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. There is a discrepancy with the Receiving Party entity state/jurisdiction. The cover sheet has United States, however you must change this and provide the State name, in this case Mississippi, as reflected in the supporting document

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Friday, October 30, 2020**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

Document ID: 900567476
Access Code: OOJBM05VK9K0MAS

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

JOHN GERRETY
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION