

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM618388

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The CIT Group/Business Credit, Inc.		01/04/2021	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	A Sport Inc.		
<b>Street Address:</b>	9660 153rd Ave NE		
<b>City:</b>	Redmond		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98052		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	Motion Sports, LLC		
<b>Street Address:</b>	7926 Bracken Place SE		
<b>City:</b>	Snoqualmie		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98065		
<b>Entity Type:</b>	Limited Liability Company: WASHINGTON		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2195099	STRAIGHT LINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6144642634		
<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>	6144625400		
<b>Email:</b>	trademarks@keglerbrown.com		
<b>Correspondent Name:</b>	Molly Y. Werhan/S*B		
<b>Address Line 1:</b>	KEGLER BROWN HILL & RITTER		
<b>Address Line 2:</b>	65 E STATE ST STE 1800		
<b>Address Line 4:</b>	Columbus, OHIO 43215		
<b>NAME OF SUBMITTER:</b>	Molly Y. Werhan, Ohio Bar Member		
<b>SIGNATURE:</b>	/MYW/		

CH \$40.00 2195099

<b>DATE SIGNED:</b>	01/05/2021
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**Total Attachments: 11**

- source=CIT Group - Release and Termination of IP Security Interest with Exhibit#page1.tif
- source=CIT Group - Release and Termination of IP Security Interest with Exhibit#page2.tif
- source=CIT Group - Release and Termination of IP Security Interest with Exhibit#page3.tif
- source=CIT Group - Release and Termination of IP Security Interest with Exhibit#page4.tif
- source=CIT Group - Release and Termination of IP Security Interest with Exhibit#page5.tif
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- source=CIT Group - Release and Termination of IP Security Interest with Exhibit#page9.tif
- source=CIT Group - Release and Termination of IP Security Interest with Exhibit#page10.tif
- source=CIT Group - Release and Termination of IP Security Interest with Exhibit#page11.tif

## RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This **RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST** (“**Release**”) is made and effective as of January 4, 2021 and provided by The CIT Group/Business Credit, Inc., a New York corporation (“**CIT**”) in favor of A Sport Inc., a Delaware corporation (the “**Prior Owner**”) and Motion Sports, LLC, a Washington limited liability company (the “**Current Owner**”) and its successors, assigns and legal representatives.

**WHEREAS**, pursuant to that certain Loan and Security Agreement dated December 8, 1997 (the “**Loan Agreement**”) by and between CIT, as lender, and Prior Owner, as borrower, the Prior Owner executed and delivered to CIT that certain Grant of Security Interest Trademark Agreement, dated as of November 29, 2000, by and between CIT and Prior Owner (the “**Security Agreement**”), attached hereto as Exhibit A, recorded with the United States Patent and Trademark Office (“**USPTO**”) on December 8, 2000, and referenced in USPTO Reel/Frame 2191/0909.

**WHEREAS**, pursuant to the Security Agreement, Prior Owner pledged and granted to CIT a security interest in and to all of the right, title, and interest of such Prior Owner in, to, and under the trademarks and other rights defined as “Collateral” in the Security Agreement;

**WHEREAS**, the Prior Owner assigned its entire interest in and to certain trademarks, including the trademark STRAIGHT LINE (U.S. Registration No. 2,195,099), and associated goodwill (the “**Subject Trademark**”), to Straight Line Sports, LLC (“**Straight Line Sports**”) on March 26, 2001;

**WHEREAS**, Current Owner, formerly known as Motion Water Sports, Inc., acquired the entire interest in and to certain trademarks and associated goodwill, including the Subject Trademark, from Straight Line Sports on January 3, 2008;

**WHEREAS**, the Subject Trademark is included in the definition of Collateral in which CIT was granted a security interest in the Security Agreement;

**WHEREAS**, CIT acknowledges that it has no continuing right, title, or interest in or to the Collateral, including the Subject Trademark;

**WHEREAS**, the Current Owner has requested that CIT enter into this Release in order to evidence and record the release and termination of the security interest granted to CIT in the Security Agreement, and the assignment to Current Owner of any and all right, title and interest CIT may have in the Subject Trademark pursuant to the Loan Agreement and the Security Agreement.

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

1. Release of Security Interest. CIT, on behalf of itself and its successors, legal representatives and assigns, hereby terminates the Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreement in any and all right, title, and interest in the Collateral, including the Subject Trademark, and assigns to Current Owner any and all right, title and interest that it may have, in, to and under, the Subject Trademark, without any recourse and without any representations or warranties of any nature, express or implied, including:

(a) the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof, and the customer lists and records related to the Subject Trademark, and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof; and

(b) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including, without limitation, all rights to and

claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, 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. Further Assurances; Recordation. CIT agrees, at Current Owner's expense, to take all further actions, and provide to the Current Owner and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Current Owner and its successors, assigns and legal representatives may reasonably request, in writing, in order to confirm, effectuate or record this Release. CIT hereby authorizes Current Owner to record this Release with the United States Patent and Trademark Office, and with any other governmental authority(ies) as may be necessary or appropriate.

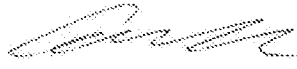
3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United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

4. Counterparts. This Release may be executed in counterparts (including counterparts executed and/or delivered by facsimile or other electronic transmission), each of which will be deemed an original, but which taken together shall constitute one and the same instrument.

[Signature Page Follows]

**IN WITNESS WHEREOF**, CIT has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

THE CIT GROUP/BUSINESS CREDIT, INC.

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

Name: Anthony Masci

Title: Director

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

12-11-2000

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK



101545911

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date  
Month Day Year  
11 29 00

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other

Citizenship/State of Incorporation/Organization

12/08/2000 DNGUYEN 00000354 75292005

FOR OFFICE USE ONLY

01 FC:481 40.00 DP  
02 FC:482 325.00 DF

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002195 FRAME: 0200

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**RETURN TO:  
FEDERAL RESEARCH CORP.  
400 SEVENTH STREET NW  
SUITE 101  
WASHINGTON DC 20004**

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	75292005	1781572	1834713
<input type="text"/>	<input type="text"/>	<input type="text"/>	1689151	1816014	75223149
<input type="text"/>	<input type="text"/>	<input type="text"/>	75223131	2027217	1938507

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

*Jared K Griffith*

Name of Person Signing

*[Signature]*

Signature

12.1.00

Date Signed

Additional Trademark Registration Number to Recordation Form Cover Sheet for  
Trademarks only

Conveying Party: A Sport, Inc.  
Formerly: Avalanche Snowboards, Inc.

Receiving Party: The CIT Group/Business Credit, Inc.  
300 South Grand Avenue, 3<sup>rd</sup> Floor  
Los Angeles, CA 90071

Additional Trademark Registration Numbers:

2013250  
2114291  
2195099  
2293306  
2378073



# GRANT OF SECURITY INTEREST

## TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of November 29, 2000, is executed by A SPORT, INC., a Delaware corporation formerly known as Avalanche Snowboards, Inc. ("Borrower"), in favor of THE CIT GROUP/BUSINESS CREDIT, INC., successor by merger to The CIT Group/Credit Finance, Inc. ("Lender").

A. Pursuant to a Loan and Security Agreement dated as of December 8, 1997 (as amended, the "Loan Agreement") between Borrower and Lender, Lender has agreed to extend certain credit facilities to Borrower upon the terms and subject to the conditions set forth therein.

B. Borrower has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. Borrower has entered into a Security Agreement (Intellectual Property) dated as of December 8, 1997 in favor of Lender and as amended by a First Amendment to Security Agreement (Intellectual Property) dated as of the date hereof (together, the "Security Agreement"); and

D. Pursuant to the Security Agreement, Borrower has granted to Lender a security interest in all right, title and interest of Borrower in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby further grant to Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Borrower does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Lender's address is:

The CIT Group/Business Credit, Inc.  
300 South Grand Avenue  
Third Floor  
Los Angeles, California 90071  
Attn: Regional Credit Manager  
Telecopier No.: (213) 613-2501

IN WITNESS WHEREOF, Borrower has caused this Assignment to be executed as of the day and year first above written.

A SPORT, INC.

By: Michael P. Gai  
Name: Michael P. Gai  
Title: President/CEO

State of ~~California~~ <sup>WA</sup> )

County of King )

On 11/29/00, before me, Michael P. Sai,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

personally known to me  
- or -

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Elan M. Salada  
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_  
Thumbprint \_\_\_\_\_

Right

Of Signer

Individual  
 Corporate Officer - Title(s): \_\_\_\_\_

Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**SCHEDULE 1-A TO GRANT OF SECURITY INTEREST**

**TRADEMARKS**

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Straight Line	United States	5/14/97	75,292,005
Neptune	United States	5/14/97	1,781,572
Neptune	United States	5/3/94	1,834,713
Cutting Edge	United States	5/26/92	1,689,151
Custom Wake Boards and Design	United States	1/11/94	1,816,014
Spoiler	United States	1/8/97	75,223,149
Vast Snowboards	United States	1/8/97	75,223,131
November	United States	12/31/96	2,027,217
Silence	United States	11/28/95	1,938,507
Silence	United States	11/5/96	2,013,250
Spoiler	United States	11/18/97	2,114,291
Straight Line	United States	10/13/98	2,195,099
Clubstuff	United States	11/16/99	2,293,306
Clubstuff	United States	8/15/00	2,378,073
Avalanche	Various European countries	-----	-----

# SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

## TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
Silence	4/25/97	Hei7-34242

39386\_1

I-B-1

RECORDED: 12/08/2000  
RECORDED: 01/09/2021

TRADEMARK  
REEL: 002195 FRAME: 0216