

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638293

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIDCAP FINANCIAL TRUST, AS COLLATERAL AGENT		04/08/2021	Statutory Trust: DELAWARE
RECEIVING PARTY DATA			
Name:	RA OUTDOORS, LLC		
Street Address:	717 N. Harwood Street		
Internal Address:	Suite 2400		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2849259	RESERVE AMERICA	
Registration Number:	2669497	RESERVEAMERICA	
Registration Number:	5885995	ASPIRA	
Registration Number:	5668516		
Serial Number:	87732034	ASPIRA FOCUS	
Registration Number:	5687295	ASPIRA ONE	
CORRESPONDENCE DATA			
Fax Number:	2156562498		
<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:	215-656-3381		
Email:	pto.phil@dlapiper.com		
Correspondent Name:	IP GROUP OF DLA PIPER LLP (US)		
Address Line 1:	ONE LIBERTY PLACE		
Address Line 2:	1650 MARKET ST. SUITE 5000		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	William L. Bartow		
SIGNATURE:	/williamlbartow/		

CH \$165.00 2849259

DATE SIGNED:	04/09/2021
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Total Attachments: 5

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**RELEASE AND TERMINATION
OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

THIS RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of April 8, 2021 (this “Release”), is made by MIDCAP FINANCIAL TRUST, acting in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”) under (i) that certain Second Lien Security Agreement, dated as of September 11, 2017, by and between RA OUTDOORS, LLC, a Delaware limited liability company with an address of 717 N. Harwood Street, Suite 2400, Dallas, Texas 75201 (the “Pledgor”) and the Collateral Agent, among others (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “2017 Security Agreement”), (ii) that certain Second Lien Trademark Security Agreement, dated as of September 11, 2017, by and between Pledgor and Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “2017 Trademark Security Agreement”), and (iii) that certain Second Lien Trademark Security Agreement, dated as of June 4, 2018, by and between Pledgor and Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “2018 Trademark Security Agreement” and together with the 2017 Security Agreement and the 2017 Trademark Security Agreement, collectively, the “Second Lien Security Agreements”), by and between Pledgor and the Collateral Agent. Terms used herein but not defined herein shall have the meaning given to such terms in the 2017 Security Agreement, 2017 Trademark Security Agreement, or 2018 Trademark Security Agreement, as applicable.

WHEREAS, pursuant to the 2017 Trademark Security Agreement which was recorded in the records of the United States Patent and Trademark Office on September 11, 2017 at reel 6151, frame 0278, the Pledgor granted to the Collateral Agent a Lien on and security interest in all of the Pledgor’s right, title and interest in, to and under its owned or thereafter acquired trademarks, including, without limitation, those trademark registrations and applications set forth on the attached Schedule I, and any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, now existing or hereafter adopted or acquired, (iii) reissues, continuations, extensions and renewals thereof and amendments thereto, and (iv) all Proceeds of any and all of the foregoing (collectively, the “2017 Trademark Collateral”);

WHEREAS, pursuant to the 2018 Trademark Security Agreement which was recorded in the records of the United States Patent and Trademark Office on June 5, 2018 at reel 6344, frame 0230, the Pledgor granted to the Collateral Agent a Lien on and security interest in all of the Pledgor’s right, title and interest in, to and under its owned or thereafter acquired trademarks, including, without limitation, those trademark registrations and applications set forth on the attached Schedule II, and any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, now existing or hereafter adopted or acquired, (iii) reissues, continuations, extensions and renewals thereof and amendments thereto, and (iv) all Proceeds of any and all of the foregoing (collectively, the “2018 Trademark Collateral” and together with the 2017 Trademark Collateral, collectively, the “Trademark Collateral”);

WHEREAS, pursuant to that certain Payoff Letter, dated as of April 8, 2021, by and between the Pledgor, the other signatories party thereto and the Collateral Agent, the Pledgor has requested and the Collateral Agent has agreed to (a) release any and all security interests it may have in the Trademark Collateral pursuant to the Second Lien Security Agreements and (b) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged by Collateral Agent, the Collateral Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the Liens and security interest created under the Second Lien Security Agreements in the Trademark Collateral, (b) release and relinquish its security interest in the Trademark Collateral, and (c) discharge any and all rights, title and interest it has in and the security interest granted to the Collateral Agent in the Trademark Collateral. The Collateral Agent agrees, or authorizes the Pledgor and Loan Admin Co LLC (or its counsel), to make filings with the United States Patent and Trademark Office and take further actions, as reasonably requested by the Pledgor or Loan Admin Co LLC (or its counsel) to evidence the release and termination of the Collateral Agent's security interests in the Trademark Collateral. Collateral Agent hereby further agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Pledgor's expense, as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby.

This Release may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Release electronically or by telecopy shall be as effective as delivery of a manually executed counterpart of this Release.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.


[Signature page follows]

COLLATERAL AGENT:

MIDCAP FINANCIAL TRUST,
as Collateral Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner


By: 

Name: Maurice Amsellem
Title: Authorized Signatory

SCHEDULE I

2017 Trademark Collateral

United States Trademark Registrations:

OWNER	MARK	APPLICATION NUMBER	APPLICATION DATE	REGISTRATION NUMBER	REGISTRATION DATE
RA Outdoors, LLC	RESERVE AMERICA (Stylized) 	78123265	4/22/2002	2,849,259	06/01/2004
RA Outdoors, LLC	RESERVEAMERICA (WORDMARK)	75681565	4/13/1999	2,669,497	12/31/2002


United States Trademark Applications:

None.

SCHEDULE II

2018 Trademark Collateral

United States Trademark Registrations and Applications:

OWNER	MARK	APPLICATION NUMBER	APPLICATION DATE	REGISTRATION NUMBER	REGISTRATION DATE
RA Outdoors, LLC	ASPIRA (Wordmark)	87716403	12/11/2017	5885995	10/15/2019
RA Outdoors, LLC	ASPIRA Logo (Stylized) 	87732732	12/22/2017	5668516	2/5/2019
RA Outdoors, LLC	ASPIRA FOCUS (Wordmark)	87732034	12/22/2017	n/a	n/a
RA Outdoors, LLC	ASPIRA ONE (Wordmark)	87732042	12/22/2017	5687295	2/26/2019