

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM641734

| | | | |
|---|------------------------------|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| WILMINGTON TRUST, NATIONAL ASSOCIATION | | 04/21/2020 | National Banking Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | HEELING SPORTS LIMITED | | |
| Street Address: | 1065 Avenue of the Americas | | |
| Internal Address: | 30th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10018 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 15 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4099703 | | |
| Registration Number: | 2684399 | H | |
| Registration Number: | 3904490 | H | |
| Registration Number: | 3805558 | H HEELYS | |
| Registration Number: | 2693898 | H HEELYS | |
| Registration Number: | 5146989 | H | |
| Registration Number: | 5341001 | H | |
| Registration Number: | 3959241 | H X2 | |
| Registration Number: | 2840485 | HEELING | |
| Registration Number: | 2871922 | HEELING | |
| Registration Number: | 2720347 | HEELYS | |
| Registration Number: | 5341000 | HEELYS | |
| Registration Number: | 3679845 | HEELYS | |
| Registration Number: | 2698390 | HEELYS | |
| Registration Number: | 2484098 | O | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7045032622 | | |

OP \$390.00 4099703

TRADEMARK

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: 7045032600
Email: msheehan@kslaw.com
Correspondent Name: King & Spalding LLP
Address Line 1: 300 S. Tryon St., Ste 1700
Address Line 2: Attn: Moira Sheehan
Address Line 4: Charlotte, NORTH CAROLINA 28202

| | |
|--------------------------------|-------------------------|
| ATTORNEY DOCKET NUMBER: | 22939.515050 TM-Heeling |
|--------------------------------|-------------------------|

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|---------------------------|---------------|
| NAME OF SUBMITTER: | Moira Sheehan |
|---------------------------|---------------|

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|-------------------|-----------------|
| SIGNATURE: | /Moira Sheehan/ |
|-------------------|-----------------|

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|---------------------|------------|
| DATE SIGNED: | 04/23/2021 |
|---------------------|------------|

Total Attachments: 5

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PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "*Partial Release*") is granted as of April 21, 2021 by **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as administrative agent and collateral agent (the "*Grantee*"), in favor of **HEELING SPORTS LIMITED**, a Delaware corporation (the "*Grantor*") and is acknowledged by the Lenders party hereto constituting Required Lenders;

WHEREAS, the Grantor, among others, has executed and delivered (i) a Grant of Security Interest in United States Trademarks, dated as of August 15, 2014 and recorded on August 15, 2015 at Reel 5345, Frame 0172, which was recorded with the United States Patent and Trademark Office (the "*USPTO*"), (ii) a Grant of Security Interest in United States Trademarks, dated as of August 15, 2014 and recorded on August 21, 2014 at Reel 5349, Frame 0425, which was recorded with the USPTO and (iii) Fourth Supplement to Grant of Security Interest in United States Trademarks, dated as of August 31, 2018 and recorded on September 5, 2018 at Reel 6429 and Frame 0728, which was recorded with the USPTO (collectively, the "*Trademark Agreements*");

WHEREAS, the Grantor has entered into that certain Sale and Purchase Agreement, dated as of the date hereof (the "*SPA*") by and between BBC International LLC, a Florida limited liability company (the "*Purchaser*") as a purchaser thereunder, and the Grantor, as seller thereunder, pursuant to which, among other things, the Grantor has agreed to sell to the Purchaser the Grantor's right, title and interest in the Trademarks (as defined in the Security Agreement (as defined in the Trademark Agreements)) set forth in Schedule A annexed hereto (the "*Specified Intellectual Property Collateral*"); and

WHEREAS, in connection with the SPA, the Grantor has requested that the Grantee release and discharge fully its interest in the Specified Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantee does hereby release and discharge, without any representation or warranty, any and all liens and security interests it may have in and to the Specified Intellectual Property Collateral expressly identified in Schedule A.

The Grantee (at the direction of the Required Lenders) hereby authorizes and requests that the USPTO note and record the present Partial Release.

Except for the release of Specified Intellectual Property Collateral specifically identified on Schedule A attached hereto, all terms and provisions of the Trademark Agreements shall remain in full force and effect. Nothing contained herein shall in any way impair the validity or enforceability of the Trademark Agreements, as modified hereby, or alter, waive, annul, vary, affect, or impair any provisions, conditions, or covenants contained therein or any rights, powers, or remedies granted therein. **Any lien and/or security interest granted in any Trademarks pursuant to the Trademark Agreements or the Security Agreements shall remain unchanged and in full force and effect except as specifically released hereby and shall continue to secure the payment and performance of all of the Secured Obligations (as defined in the Security Agreement).**

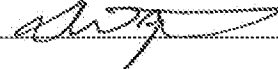
THIS PARTIAL RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

Each of the undersigned Lenders hereby authorizes and directs the Grantee to execute and deliver this Partial Release on its behalf and, by its execution below, each of the undersigned Lenders agrees to be bound by the terms and conditions of this Partial Release.

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IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Partial Release as of the date above first written.

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**, as Grantee

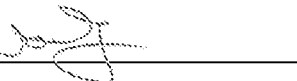
By: 
Name: _____
Title: **David Bergstrom
Vice President**

LENDERS:


FS KKR CAPITAL CORP.

By: 
Name: Jessica Woolf
Title: Authorized Signatory

DARBY CREEK LLC

By: 
Name: Jessica Woolf
Title: Authorized Signatory

FS KKR CAPITAL CORP. II.

By: 
Name: Jessica Woolf
Title: Authorized Signatory

DUNLAP FUNDING LLC

By:
Name: Jessica Woolf
Title: Authorized Signatory

SCHEDULE A

TRADEMARKS

| No. | Country | Mark | Appl. Ser. No. | Filing Date | Reg. No. | Registration Date | Current Owner |
|-----|---------|---------------------------|----------------|-------------|----------|-------------------|------------------------|
| 1. | USA | Grippy Man Logo | 85044684 | 5/21/2010 | 4099703 | 2/14/2012 | Heeling Sports Limited |
| 2. | USA | H and Design | 76167879 | 11/17/2000 | 2684399 | 2/4/2003 | Heeling Sports Limited |
| 3. | USA | H and Design | 85090090 | 7/21/2010 | 3904490 | 1/11/2011 | Heeling Sports Limited |
| 4. | USA | H HEELYS and Design | 77723261 | 4/27/2009 | 3805558 | 6/22/2010 | Heeling Sports Limited |
| 5. | USA | H HEELYS and Design | 76167878 | 11/17/2000 | 2693898 | 3/4/2003 | Heeling Sports Limited |
| 6. | USA | H Logo (New) | 86232078 | 3/25/2014 | 5146989 | 2/21/2017 | Heeling Sports Limited |
| 7. | USA | H Logo (New) | 86232088 | 3/25/2014 | 5341001 | 11/21/2017 | Heeling Sports Limited |
| 8. | USA | H X2 (Stylized) | 77949235 | 3/3/2010 | 3959241 | 5/10/2011 | Heeling Sports Limited |
| 9. | USA | HEELING | 75692101 | 4/27/1999 | 2840485 | 5/11/2004 | Heeling Sports Limited |
| 10. | USA | HEELING | 75692102 | 4/27/1999 | 2871922 | 8/10/2004 | Heeling Sports Limited |
| 11. | USA | HEELYS | 76063673 | 6/2/2000 | 2720347 | 6/3/2003 | Heeling Sports Limited |
| 12. | USA | HEELYS | 86232051 | 3/25/2014 | 5341000 | 11/21/2017 | Heeling Sports Limited |
| 13. | USA | HEELYS | 78901166 | 6/5/2006 | 3679845 | 9/8/2009 | Heeling Sports Limited |
| 14. | USA | HEELYS and Design (black) | 76168009 | 11/17/2000 | 2698390 | 3/18/2003 | Heeling Sports Limited |
| 15. | USA | O (Stylized) | 75328507 | 7/22/1997 | 2484098 | 9/4/2001 | Heeling Sports Limited |