

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM742794

<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>
First Eagle Private Credit, LLC	FORMERLY Newstar Financial Inc.	03/31/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fox Head, Inc.		
<b>Street Address:</b>	16752 Armstrong Avenue		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92606		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 65</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3143175	FOX	
Registration Number:	3160138	FOX	
Registration Number:	1318236	FOX	
Registration Number:	3676787	FOX FOOTWEAR	
Registration Number:	2232648	FOX	
Registration Number:	2189804	FOX	
Registration Number:	2192660	FOX	
Registration Number:	2181243	FOX	
Registration Number:	3736401	FOX	
Registration Number:	3309293	FOX	
Registration Number:	3309294	FOX	
Registration Number:	3309295	FOX	
Registration Number:	3309296	FOX	
Registration Number:	3367072	FOX DELUXE	
Registration Number:	3715564	FOX DENIM	
Registration Number:	4431094	FOX HEAD	
Registration Number:	3276323	FOX RACING	
Registration Number:	3276324	FOX RACING	
Registration Number:	4435246	FOX RACING	

OP \$1640.00 3143175

Property Type	Number	Word Mark
Registration Number:	2781483	FOXGIRL
Registration Number:	3703862	FOXGIRL
Registration Number:	2188305	
Registration Number:	2234764	
Registration Number:	2194132	
Registration Number:	2192661	
Registration Number:	1568070	
Registration Number:	3117578	
Registration Number:	3151681	
Registration Number:	3151835	
Registration Number:	3994645	FOXTECH
Registration Number:	4091615	MOTO-X FOX
Registration Number:	2419625	PILOT
Registration Number:	2711103	SHIFT
Registration Number:	2847631	SHIFT
Registration Number:	2747575	SHIFT
Registration Number:	2747574	SHIFT
Registration Number:	2298810	
Registration Number:	2362788	
Registration Number:	2296775	
Registration Number:	3320801	S
Registration Number:	3320803	S
Registration Number:	3309276	S
Registration Number:	3309278	S
Registration Number:	3021302	SHIFTMX
Registration Number:	4639332	SHIFT S
Registration Number:	0315835	
Serial Number:	86241845	PREPARE PERFORM LIVE
Serial Number:	88817516	SPEEDFRAME
Serial Number:	88793521	LEGION
Serial Number:	88793496	DROPFRAME
Serial Number:	88073797	MADE FOR
Serial Number:	88550202	US OPEN OF MOTOCROSS
Serial Number:	88349344	
Serial Number:	87928889	TRUFEEL
Registration Number:	5725041	
Registration Number:	5589946	
Registration Number:	5460037	LB

Property Type	Number	Word Mark
Registration Number:	5175188	TRUMOTION
Registration Number:	5159515	TRUDRI
Registration Number:	5210894	TRUSEAL
Registration Number:	5266882	PROFRAME
Registration Number:	5352904	FOX
Registration Number:	5352903	
Registration Number:	5028400	METAH
Registration Number:	5074447	FLEXAIR

**CORRESPONDENCE DATA**

**Fax Number:** 2063599000  
*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:** 206-359-8000  
**Email:** PCTrademarks@perkinscoie.com  
**Correspondent Name:** Grace Han Stanton c/o Perkins Coie LLP  
**Address Line 1:** P.O. Box 2608  
**Address Line 4:** Seattle, WASHINGTON 98111

<b>ATTORNEY DOCKET NUMBER:</b>	140116-4000
<b>NAME OF SUBMITTER:</b>	Grace Han Stanton
<b>SIGNATURE:</b>	/Grace Han Stanton/
<b>DATE SIGNED:</b>	07/21/2022

**Total Attachments: 10**

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## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of March 31, 2021 (“Release”), is made by First Eagle Private Credit, LLC (formerly Newstar Financial Inc.), as administrative agent (“Agent”) for itself, its successors and permitted assigns, and the other Lenders (as defined in the Security Agreement referred to below) in favor of Fox Head, Inc., a California corporation (the “Grantor”).

**WHEREAS**, pursuant to that certain Guaranty and Security Agreement, dated as of December 19, 2014 (as amended, supplemented or otherwise modified prior to the date hereof, the “Security Agreement”; all terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement), among the Grantor, the other obligors party thereto, the Lenders from time to time party thereto and the Agent, the Agent acquired a security interest in all Trademark Collateral, as such term is defined in each of (a) that certain Trademark Security Agreement, dated as of December 19, 2014 recorded at Reel 5423 Frame 0107, (b) that certain Trademark Security Agreement, dated as of June 28, 2019 recorded as Reel 6921 Frame 825, and (c) that certain Trademark Agreement, dated as of May 18, 2020 recorded as Reel 6942 Frame 378 (collectively, the “Trademark Security Agreements”) and the Grantor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications shown on Schedule A (the “Trademarks”);

**WHEREAS**, Agent (acting at the written direction of the Lenders) now desires to terminate and release the entirety of its security interest in the Trademarks.

**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 (for itself and as Agent for the Lenders) and the Grantor (the “parties”) agree as follows:

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

**SECTION 2. Termination and Release.** The Agent (acting at the written direction of the Lenders), for itself and as Agent for the Lenders, hereby:

(a) terminates, releases, and discharges its continuing security interest in and continuing lien upon the Trademarks. Any and all right, title, or interest of Agent in the Trademarks and all proceeds thereof, including without limitation, the goodwill of the business connected with the use of, and symbolized by, the Trademarks and any and all causes of action which may exist by reason of infringement of the Trademarks, shall hereby cease and become void;

(b) authorizes the recordation of this Release with the United States Patent and Trademark Office;

(c) releases without any recourse to the Agent (whether as Agent or in its personal capacity) and without any statement, representation, warranty, promise or undertaking whatsoever by the undersigned (whether as Agent or in its personal capacity); and

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**TRADEMARK**  
**REEL: 007796 FRAME: 0946**

(d) agrees to execute any other documents and take any further action which is reasonably necessary in any state, country, or jurisdiction that the Grantor may reasonably require to effect the intent and purpose of this Release, provided that all such documents shall be prepared by Grantor's counsel and the cost and expense of such documents and actions shall be borne solely by the Grantor.

This release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

[Signature page follows.]

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

Secured Party:

FIRST EAGLE PRIVATE CREDIT, LLC  
(FORMERLY NEWSTAR FINANCIAL INC.),  
as Agent

By: 

Name: Brian Forde

Title: Managing Director

Acknowledged and Agreed

Grantor:

FOX HEAD, INC.

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

Name: Tanya Fischesser

Title: Chief Financial Officer

[TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS]

**TRADEMARK**  
**REEL: 007796 FRAME: 0949**

**ACKNOWLEDGEMENT BY GUARANTORS AND HYBRID LOAN PARTIES**

Dated as of March 31, 2021

Each of the undersigned, each being a Guarantor or a Hybrid Loan Party, hereby acknowledges the foregoing Release.

**FOX HOLDCO, INC.**

By:   
Name: Taryn Fischesser  
Title: Chief Financial Officer

[ACKNOWLEDGMENT OF TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS]



**ACKNOWLEDGEMENT BY GUARANTORS AND HYBRID LOAN PARTIES**

Dated as of March 31, 2021

Each of the undersigned, each being a Guarantor or a Hybrid Loan Party, hereby acknowledges the foregoing Release.

**FOX HOLDCO, INC.**

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

Name: Tanya Fischesser

Title: Chief Financial Officer

**HYBRID PROMOTIONS, LLC**

**HYBRID JEM LLC**


**HYBRID HOLDINGS, INC. HYBRID**

**INTERMEDIATE HOLDINGS I, INC.**

**HYBRID INTERMEDIATE HOLDINGS II, INC.**

**JEM SPORTSWEAR**

**JUNKFOOD CLOTHING LLC**

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

Name: William Hutchison

Title: Chief Executive Officer

[ACKNOWLEDGMENT OF TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS]

**TRADEMARK**  
**REEL: 007796 FRAME: 0951**

**SCHEDULE A**

**TRADEMARKS REGISTRATIONS/APPLICATIONS**



<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Registration No.</b>
Fox Head, Inc.	USA	FHeadX (line)	3143175
Fox Head, Inc.	USA	FHeadX (line)	3160138
Fox Head, Inc.	USA	FHeadX (old design)	1318236
Fox Head, Inc.	USA	FHeadX Footwear	3676787
Fox Head, Inc.	USA	FHeadX (bold)	2232648
Fox Head, Inc.	USA	FHeadX (bold)	2189804
Fox Head, Inc.	USA	FHeadX (bold)	2192660
Fox Head, Inc.	USA	FHeadX (bold)	2181243
Fox Head, Inc.	USA	Fox	3736401
Fox Head, Inc.	USA	Fox Blitz	3309293
Fox Head, Inc.	USA	Fox Blitz	3309294
Fox Head, Inc.	USA	Fox Blitz	3309295
Fox Head, Inc.	USA	Fox Blitz	3309296
Fox Head, Inc.	USA	Fox Deluxe	3367072
Fox Head, Inc.	USA	Fox Denim	3715564
Fox Head, Inc.	USA	Fox Head	4431094
Fox Head, Inc.	USA	Fox Racing	3276323
Fox Head, Inc.	USA	Fox Racing	3276324
Fox Head, Inc.	USA	Fox Racing	4435246
Fox Head, Inc.	USA	Foxgirl	2781483
Fox Head, Inc.	USA	Foxgirl	3703862
Fox Head, Inc.	USA	FoxHead (bold)	2188305
Fox Head, Inc.	USA	FoxHead (bold)	2234764
Fox Head, Inc.	USA	FoxHead (bold)	2194132
Fox Head, Inc.	USA	FoxHead (bold)	2192661
Fox Head, Inc.	USA	FoxHead (line)	1568070
Fox Head, Inc.	USA	FoxHead (line)	3117578
Fox Head, Inc.	USA	FoxHead (line)	3151681
Fox Head, Inc.	USA	FoxHead (line)	3151835
Fox Head, Inc.	USA	Foxtech	3994645
Fox Head, Inc.	USA	Moto-x Fox	4091615
Fox Head, Inc.	USA	Pilot	2419625
Fox Head, Inc.	USA	Shift	2711103
Fox Head, Inc.	USA	Shift	2847631
Fox Head, Inc.	USA	Shift	2747575
Fox Head, Inc.	USA	Shift	2747574
Fox Head, Inc.	USA	Shift Logo	2298810
Fox Head, Inc.	USA	Shift Logo	2362788
Fox Head, Inc.	USA	Shift Logo	2296775
Fox Head, Inc.	USA	Shift S Design	3320801
Fox Head, Inc.	USA	Shift S Design	3320803




Fox Head, Inc.	USA	Shift S Design	3309276
Fox Head, Inc.	USA	Shift S Design	3309278
Fox Head, Inc.	USA	Shiftmx	3021302
Fox Head, Inc.	USA	Shift (2013)	4639332

**Trademark Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Appliation No.</b>
Fox Head, Inc.	USA	Prepare Perform Live	86241845

<b>TRADEMARK</b>	<b>OWNER</b>	<b>SERIAL NO./REG. NO.</b>
SPEEDFRAME	Fox Head, Inc. (Applicant)	88817516
LEGION	Fox Head, Inc. (Applicant)	88793521
DROPFRAME	Fox Head, Inc. (Applicant)	88793496
MADE FOR	Fox Head, Inc.	88073797 / 5904617
US OPEN OF MOTOCROSS	Fox Head, Inc. (Applicant)	88550202

Fox Head, Inc.	US		5352994
Fox Head, Inc.	US		5352993
Fox Head, Inc.	US	METAH	5028440
Fox Head, Inc.	US	FLEXAIR	5074447

Grantor	Country	Mark	Application/ Registration No.
Fox Head, Inc.	US	FoxHead (line)	3151835
Fox Head, Inc.	US		88340344
Fox Head, Inc.	US	TRUFEEI	87928889
Fox Head, Inc.	US		5725041
Fox Head, Inc.	US		5589946
Fox Head, Inc.	US	LAB	3460037
Fox Head, Inc.	US	TRUMOTION	5175188
Fox Head, Inc.	US	TRUDRI	5159515
Fox Head, Inc.	US	TRUSEAL	5210894
Fox Head, Inc.	US	PROFRAME	5266882