

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM746861

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE OF SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WINGSPIRE CAPITAL LLC		08/05/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Fox Head, Inc.		
Street Address:	16752 Armstrong Avenue		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92606		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 64			
Property Type	Number	Word Mark	
Registration Number:	1318236	FOX	
Registration Number:	1568070		
Registration Number:	2188305		
Registration Number:	2234764		
Registration Number:	2232648	FOX	
Registration Number:	2189804	FOX	
Registration Number:	2194132		
Registration Number:	2192660	FOX	
Registration Number:	2192661		
Registration Number:	2181243	FOX	
Registration Number:	2298810		
Registration Number:	2362788		
Registration Number:	2296775		
Registration Number:	2419625	PILOT	
Registration Number:	2747574	SHIFT	
Registration Number:	2847631	SHIFT	
Registration Number:	2747575	SHIFT	
Registration Number:	3021302	SHIFTMX	
Registration Number:	2711103	SHIFT	

CH \$1615.00 1318236

Property Type	Number	Word Mark
Registration Number:	2781483	FOXGIRL
Registration Number:	3703862	FOXGIRL
Registration Number:	3151681	
Registration Number:	3151835	
Registration Number:	3143175	FOX
Registration Number:	3160138	FOX
Registration Number:	3276323	FOX RACING
Registration Number:	3276324	FOX RACING
Registration Number:	3320801	S
Registration Number:	3320803	S
Registration Number:	3309276	S
Registration Number:	3309278	S
Registration Number:	3309293	FOX
Registration Number:	3309294	FOX
Registration Number:	3309295	FOX
Registration Number:	3309296	FOX
Registration Number:	3367072	FOX DELUXE
Registration Number:	4091615	MOTO-X FOX
Registration Number:	3736401	FOX
Registration Number:	3994645	FOXTECH
Registration Number:	4431094	FOX HEAD
Registration Number:	4435246	FOX RACING
Registration Number:	4639332	SHIFT S
Registration Number:	5074447	FLEXAIR
Registration Number:	5028400	METAH
Registration Number:	5352903	
Registration Number:	5352904	FOX
Registration Number:	5266882	PROFRAME
Registration Number:	5210894	TRUSEAL
Registration Number:	5159515	TRUDRI
Registration Number:	5175188	TRUMOTION
Registration Number:	5460037	LB
Registration Number:	5725041	
Registration Number:	5589946	
Registration Number:	5791857	TRUFEEL
Registration Number:	5904617	MADE FOR
Registration Number:	5868167	
Registration Number:	6146517	DROPFRAME

Property Type	Number	Word Mark
Registration Number:	6254900	LEGION
Registration Number:	6188658	SPEEDFRAME
Registration Number:	6274364	
Registration Number:	6256548	FOX
Serial Number:	88817076	NAUGHTY FOX
Serial Number:	88953534	FOX
Serial Number:	90223165	

CORRESPONDENCE DATA

Fax Number:

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: 6173417729

Email: katarzyna.gaysunas@morganlewis.com

Correspondent Name: Katarzyna Gaysunas

Address Line 1: 1 Federal St

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110-1726

NAME OF SUBMITTER:	Katarzyna Gaysunas
SIGNATURE:	/Katarzyna Gaysunas/
DATE SIGNED:	08/08/2022

Total Attachments: 9

source=Fox Payoff - Trademark Release#page1.tif
source=Fox Payoff - Trademark Release#page2.tif
source=Fox Payoff - Trademark Release#page3.tif
source=Fox Payoff - Trademark Release#page4.tif
source=Fox Payoff - Trademark Release#page5.tif
source=Fox Payoff - Trademark Release#page6.tif
source=Fox Payoff - Trademark Release#page7.tif
source=Fox Payoff - Trademark Release#page8.tif
source=Fox Payoff - Trademark Release#page9.tif

**TERMINATION AND RELEASE OF SECURITY INTEREST IN
TRADEMARKS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (“**Termination and Release**”) effective as of August 5, 2022, is made by WINGSPIRE CAPITAL LLC, as administrative agent (in such capacity, the “**Administrative Agent**”) in favor of FOX HEAD, INC., a California corporation (the “**Grantor**”). Capitalized terms not defined herein shall have the meaning ascribed to them in the Trademark Security Agreement (as defined below).

WITNESSETH:

WHEREAS pursuant to the Pledge and Security Agreement dated as of March 31, 2021 (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), the Administrative Agent and Grantor have executed a Trademark Security Agreement dated as of March 31, 2021 (the “**Trademark Security Agreement**”), which was recorded with the United States Patent and Trademark Office on April 5, 2021, at Reel 007244 and Frame 0544;

WHEREAS pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor pledged and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantors’ rights, title or interest in and to the Trademark Collateral, including, but not limited to those Trademarks listed on Schedule I hereto, all rights corresponding thereto and all re-issues, divisions, continuations, renewals, extensions and continuations in-part thereof (collectively, the “**Released Collateral**”);

WHEREAS the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Released Collateral;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby, without representation, warranty or recourse (express or implied) of any kind, terminates, releases and discharges the Security Interest in, the Released Collateral, and hereby reassigns to the Grantor all right, title and interest the Administrative Agent may have in such Released Collateral.

The Grantor (and any successor to the Grantor, including any person or entity hereafter holding any right, title or interest in and to the Released Collateral) is hereby authorized to record this Termination and Release with the United States Patent and Trademark Office.

THIS TERMINATION AND RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE TERMINATION AND RELEASE OF THE SECURITY INTEREST HEREUNDER IN RESPECT OF ANY PARTICULAR RELEASED COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN

(collectively, the “Released Parties”) from any and all claims, obligations, rights, causes of action, and liabilities, of whatever kind or nature, whether known or unknown, whether foreseen or unforeseen, arising on or before the date hereof, which such Loan Parties ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever, solely to the extent based upon, arising under or related to the Loan Documents; provided, however, that the foregoing release shall not apply (i) with respect to the obligations of Agent or any other Released Party under this Agreement and (ii) with respect to any claim, obligation, right, cause of action or liability arising primarily from the gross negligence, bad faith or willful misconduct of any Released Party; and

6. Agent, on behalf of itself and the Lenders, hereby waives the prior written notice requirement for optional prepayment of the Loans under Section 2.5 of the Credit Agreement.

If any payment or transfer (or any portion thereof) to, any Lender or any of their respective participants shall be subsequently invalidated, declared to be fraudulent or a fraudulent conveyance or preferential, avoided, rescinded, set aside or otherwise required to be returned or repaid, whether in bankruptcy, reorganization, insolvency or similar proceedings involving any Loan Party or otherwise, then such obligation to make such payment or transfer shall immediately be reinstated, without need for any action by any Person, and shall be enforceable against the Loan Parties and their successors and assigns in accordance with the Loan Documents as if such payment had never been made (in which case this Agreement shall in no way impair the claims of Agent, the Lenders and their respective participants with respect to such payment or transfer).

This Agreement shall be governed by the internal laws of the State of New York. No party may assign its rights, duties or obligations under this Agreement without the prior written consent of the other parties. This Agreement may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement. Execution and delivery may be effected by the facsimile or other electronic transmission of signature pages. The undersigned parties have signed below to indicate their consent to be bound by the terms and conditions of this Agreement.

This Agreement shall be of no further force or effect if the Payoff Amount is not received by Agent by federal funds wire transfers of immediately available funds in accordance with the wire instructions listed on Annex I hereto by 2:00 p.m. (New York City time) on August 10, 2022.

[Signature Pages Follow]

WINGSPIRE CAPITAL LLC, as Administrative
Agent

By: 

Name: Brian Long









Title: Managing Director






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



TRADEMARK
REEL: 007815 FRAME: 0576

SCHEDULE I

Trademarks and Trademark Applications

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date
FOX and Design 	United States	RN: 1,318,236 SN: 73/401,867	Nov. 8, 1982	Feb. 5, 1985
Design only 	United States	RN: 1,568,070 SN: 73/771,424	Dec. 27, 1988	Nov. 28, 1989
Design only 	United States	RN: 2,188,305 SN: 75/169,847	Sep. 23, 1996	Sep. 8, 1998
Design only 	United States	RN: 2,234,764 SN: 75/169,848	Sep. 23, 1996	Mar. 23, 1999
FOX and Design 	United States	RN: 2,232,648 SN: 75/170,434	Sep. 23, 1996	Mar. 16, 1999
FOX and Design 	United States	RN: 2,189,804 SN: 75/170,435	Sep. 23, 1996	Sep. 15, 1998
Design only 	United States	RN: 2,194,132 SN: 75/170,436	Sep. 23, 1996	Oct. 6, 1998
FOX and Design 	United States	RN: 2,192,660 SN: 75/170,437	Sep. 23, 1996	Sep. 29, 1998

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date
Design only 	United States	RN: 2,192,661 SN: 75/170,438	Sep. 23, 1996	Sep. 29, 1998
FOX and Design 	United States	RN: 2,181,243 SN: 75/170,440	Sep. 23, 1996	Aug. 11, 1998
Design only 	United States	RN: 2,298,810 SN: 75/410,141	Dec. 23, 1997	Dec. 7, 1999
Design only 	United States	RN: 2,362,788 SN: 75/410,168	Dec. 23, 1997	Jun. 27, 2000
Design only 	United States	RN: 2,296,775 SN: 75/410,332	Dec. 23, 1997	Nov. 30, 1999
PILOT Typed Drawing	United States	RN: 2,419,625 SN: 75/486,008	May 15, 1998	Jan. 9, 2001
SHIFT Typed Drawing	United States	RN: 2,747,574 SN: 75/721,263	Jun. 4, 1999	Aug. 5, 2003
SHIFT Typed Drawing	United States	RN: 2,847,631 SN: 75/721,770	Jun. 4, 1999	Jun. 1, 2004
SHIFT Typed Drawing	United States	RN: 2,747,575 SN: 75/721,771	Jun. 4, 1999	Aug. 5, 2003
SHIFTMX Typed Drawing	United States	RN: 3,021,302 SN: 76/275,802	Jun. 21, 2001	Nov. 29, 2005
SHIFT Typed Drawing	United States	RN: 2,711,103 SN: 76/404,291	May 6, 2002	April 29, 2003
FOXGIRL Typed Drawing	United States	RN: 2,781,483 SN: 76/440,532	Aug. 14, 2002	Nov. 11, 2003
FOXGIRL Typed Drawing	United States	RN: 3,703,862 SN: 76/443,623	Aug. 26, 2002	Nov. 3, 2009

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date
Design only 	United States	RN: 3,151,681 SN: 78/408,646	April 27, 2004	Oct. 3, 2006
Design only 	United States	RN: 3,151,835 SN: 78/470,973	Aug. 20, 2004	Oct. 3, 2006
FOX and Design 	United States	RN: 3,143,175 SN: 78/471,303	Aug. 20, 2004	Sep. 12, 2006
FOX and Design 	United States	RN: 3,160,138 SN: 78/471,337	Aug. 20, 2004	Oct. 17, 2006
FOX RACING	United States	RN: 3,276,323 SN: 78/473,142	Aug. 25, 2004	Aug. 7, 2007
FOX RACING	United States	RN: 3,276,324 SN: 78/473,230	Aug. 25, 2004	Aug. 7, 2007
S and Design 	United States	RN: 3,320,801 SN: 78/773,570	Dec. 14, 2005	Oct. 23, 2007
S and Design 	United States	RN: 3,320,803 SN: 78/773,618	Dec. 14, 2005	Oct. 23, 2007
S and Design 	United States	RN: 3,309,276 SN: 78/773,663	Dec. 14, 2005	Oct. 9, 2007
S and Design 	United States	RN: 3,309,278 SN: 78/773,701	Dec. 14, 2005	Oct. 9, 2007

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date
FOX and Design 	United States	RN: 3,309,293 SN: 78/774,490	Dec. 15, 2005	Oct. 9, 2007
FOX and Design 	United States	RN: 3,309,294 SN: 78/774,550	Dec. 15, 2005	Oct. 9, 2007
FOX and Design 	United States	RN: 3,309,295 SN: 78/774,576	Dec. 15, 2005	Oct. 9, 2007
FOX and Design 	United States	RN: 3,309,296 SN: 78/774,602	Dec. 15, 2005	Oct. 9, 2007
FOX DELUXE	United States	RN: 3,367,072 SN: 78/894,684	May 26, 2006	Jan. 8, 2008
MOTO-X FOX Typed Drawing	United States	RN: 4,091,615 SN: 78/981,502	Dec. 9, 2002	Jan. 24, 2012
FOX	United States	RN: 3,736,401 SN: 77/744,940	May 26, 2009	Jan. 12, 2010
FOXTECH	United States	RN: 3,994,645 SN: 77/912,395	Jan. 14, 2010	Jul. 12, 2011
FOX HEAD	United States	RN: 4,431,094 SN: 85/723,669	Sep. 7, 2012	Nov. 12, 2013
FOX RACING	United States	RN: 4,435,246 SN: 85/824,168	Jan. 16, 2013	Nov. 19, 2013
SHIFT S and Design 	United States	RN: 4,639,332 SN: 85/911,889	April 23, 2013	Nov. 18, 2014
FLEXAIR	United States	RN: 5,074,447 SN: 86/703,109	Jul. 23, 2015	Nov. 1, 2016

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date
METAH	United States	RN: 5,028,400 SN: 86/704,371	Jul. 24, 2015	Aug. 23, 2016
Design only 	United States	RN: 5,352,903 SN: 86/793,721	Oct. 20, 2015	Dec. 12, 2017
FOX and Design 	United States	RN: 5,352,904 SN: 86/793,787	Oct. 20, 2015	Dec. 12, 2017
PROFRAME	United States	RN: 5,266,882 SN: 86/913,402	Feb. 19, 2016	Aug. 15, 2017
TRUSEAL	United States	RN: 5,210,894 SN: 87/079,248	Jun. 21, 2016	May 23, 2017
TRUDRI	United States	RN: 5,159,515 SN: 87/080,326	Jun. 22, 2016	Mar. 14, 2017
TRUMOTION	United States	RN: 5,175,188 SN: 87/082,219	Jun. 23, 2016	April 4, 2017
LB and Design 	United States	RN: 5,460,037 SN: 87/307,000	Jan. 19, 2017	May 1, 2018
Design only 	United States	RN: 5,725,041 SN: 87/839,030	Mar. 19, 2018	April 16, 2019
Design only 	United States	RN: 5,589,946 SN: 87/839,032	Mar. 19, 2018	Oct. 23, 2018
TRUFEEL	United States	RN: 5,791,857 SN: 87/928,889	May 20, 2018	Jul. 2, 2019
MADE FOR	United States	RN: 5,904,617 SN: 88/073,797	Aug. 10, 2018	Nov. 5, 2019

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date
Design only 	United States	RN: 5,868,167 SN: 88/349,344	Mar. 20, 2019	Sep. 24, 2019
DROPFRAME	United States	RN: 6,146,517 SN: 88/793,496	Feb. 11, 2020	Sep. 8, 2020
LEGION	United States	RN: 6,254,900 SN: 88/793,521	Feb. 11, 2020	Jan. 26, 2021
NAUGHTY FOX and Design  NAUGHTY FOX	United States	RN: n/a SN: 88/817,076	Mar. 2, 2020	n/a
SPEEDFRAME	United States	RN: 6,188,658 SN: 88/817,516	Mar. 2, 2020	Nov. 3, 2020
FOX (Stylized) FOX	United States	RN: n/a SN: 88/953,534	Jun. 8, 2020	n/a
Design only 	United States	RN: 6,274,364 SN: 88/953,629	Jun. 8, 2020	Feb. 16, 2021
FOX and Design FOX 	United States	RN: 6,256,548 SN: 90/027,040	Jun. 29, 2020	Jan. 26, 2021
Design only 	United States	RN: n/a SN: 90/223,165	Sep. 29, 2020	n/a