

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM855135

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame No. 5907/0891		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP		11/21/2023	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	AUGUSTA SPORTSWEAR, INC.		
Street Address:	425 Park W Drive		
City:	Grovetown		
State/Country:	GEORGIA		
Postal Code:	30813		
Entity Type:	Corporation: DELAWARE		
Name:	BOMARK ACQUISITION CORPORATION		
Street Address:	425 Park W Drive		
City:	Grovetown		
State/Country:	GEORGIA		
Postal Code:	30813		
Entity Type:	Corporation: GEORGIA		
Name:	HOLLOWAY SPORTSWEAR, INC.		
Street Address:	425 Park W Drive		
City:	Grovetown		
State/Country:	GEORGIA		
Postal Code:	30813		
Entity Type:	Corporation: DELAWARE		
Name:	HIGH 5 SPORTSWEAR, INC.		
Street Address:	425 Park W Drive		
City:	Grovetown		
State/Country:	GEORGIA		
Postal Code:	30813		
Entity Type:	Corporation: WASHINGTON		
Name:	BAL TOGS, INC. (f/k/a Baltogs Acquisition Company, Inc.)		
Street Address:	22840 Savi Ranch Pkwy		
City:	Yorba Linda		

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State/Country:	CALIFORNIA
Postal Code:	92887
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	1488896	AUGUSTA SPORTSWEAR
Serial Number:	87088684	
Registration Number:	1809196	BOMARK
Registration Number:	1809195	BOMARK
Serial Number:	86756977	HOLLOWAY SPORTSWEAR
Registration Number:	3217235	H HOLLOWAY
Registration Number:	3217236	H HOLLOWAY
Registration Number:	3217237	H
Registration Number:	4796124	PERFORMANCE IN ACTION
Registration Number:	4822873	CUSTOM
Registration Number:	4846610	H HOLLOWAY CUSTOM
Serial Number:	86912717	HIGH FIVE SPORTSWEAR
Registration Number:	1826408	HIGH 5 SPORTSWEAR
Registration Number:	2655715	HIGH 5 SPORTSWEAR
Registration Number:	3538295	HIGH FIVE
Registration Number:	4643221	HIGH FIVE
Registration Number:	4068006	HIGH FIVE SPORTSWEAR
Registration Number:	1981231	BAL-TOGS

CORRESPONDENCE DATA

Fax Number: 6175269899
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: 617.526.9712
Email: ypan@proskauer.com
Correspondent Name: Chi-Yu Huang
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110-2600

ATTORNEY DOCKET NUMBER:	25278.081
NAME OF SUBMITTER:	Chi-Yu Huang
SIGNATURE:	/Chi-Yu Huang/
DATE SIGNED:	11/21/2023

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “*Release*”), dated as of November 21, 2023, is made by ANTARES CAPITAL LP, acting in its capacity as Collateral Agent for the Secured Parties (the “*Collateral Agent*”) for the Secured Parties in favor of AUGUSTA SPORTSWEAR, INC., a Delaware corporation, BOMARK ACQUISITION CORPORATION, a Georgia corporation, HOLLOWAY SPORTSWEAR, INC., a Delaware corporation, HIGH 5 SPORTSWEAR, INC., a Washington corporation and BAL TOGS, INC. (f/k/a Baltogs Acquisition Company, Inc.), a Delaware corporation (collectively, “*Grantors*”, and each, a “*Grantor*”). All capitalized terms used but not defined herein shall have the respective meanings given to them (including by reference) in the Security Agreement (as defined below).

WHEREAS, pursuant to that certain Credit Agreement, dated as of dated as of October 26, 2016 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or any successor agreements, the “*Credit Agreement*”), among Oak Parent, Inc., a Delaware corporation (the “*Parent Borrower*”), Oak Guarantor, Inc., a Delaware corporation (“ *Holding*”), certain subsidiaries of the Parent Borrower, the Lenders, the Collateral Agent, the Administrative Agent and other parties from time to time parties thereto, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors and the Collateral Agent entered into that certain Guarantee and Collateral Agreement, dated as of October 26, 2016 (as amended and restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”) pursuant to which the Grantor executed and delivered to the Collateral Agent that certain Notice and Confirmation of Grant of Security Interest in Trademarks, dated as of October 26, 2016 (the “*Trademark Security Agreement*”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement and the Trademark Security Agreement, the Grantors granted to the Collateral Agent for the benefit of the Secured Parties a lien and security interest in and to all of their right, title and interest in, to and under the “*Trademark Collateral*,” which consists of the Marks, together with the goodwill of the business of such Grantors symbolized by the Marks, including without limitation all the following Collateral of the Grantor or in which the Grantor has any rights:

- (a) Marks of the Grantor listed on Schedule I attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office (“*PTO*”) on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO);
- (b) all goodwill associated with such Marks (other than Excluded Collateral); and
- (c) all Proceeds of any and all of the foregoing;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 26, 2016 at Reel 5907, Frame 0891; and


WHEREAS, the Grantors have requested that the Collateral Agent execute and deliver this Release to evidence the release of its lien and security interest in the Trademark Collateral for recordation at the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, without any representation, warranty or recourse of any kind or nature, hereby (a) terminates and cancels the Trademark Security Agreement, (b) releases, discharges, terminates and cancels its lien and security interest in the Trademark Collateral, and (c) re-assigns and re-conveys to the Grantor any right, title or interest the Collateral Agent may have acquired under the Trademark Security Agreement in or to the Trademark Collateral and to the Grantors any other right, title or interest that the Collateral Agent may have acquired under the Security Agreement (apart from the Trademark Security Agreement) in the Trademark Collateral.

This Release shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to conflicts of law principles thereof.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed and delivered by its duly authorized representative as of the date first set forth above.

ANTARES CAPITAL LP,
as Collateral Agent

By: 
Name: Michael Falcon
Title: Its Duly Authorized Signatory

Schedule I

TRADEMARKS

TRADEMARK REGISTRATIONS, APPLICATIONS AND LICENSES

Owner	Mark	Serial Number	Registration Number
Augusta Sportswear, Inc.	Augusta Sportswear	73/648,088	1,488,896
Augusta Sportswear, Inc.	A (Design)	87088684	N/A
Bomark Acquisition Corporation	Bomark	74/369,903	1,809,196
Bomark Acquisition Corporation	Bomark	74/369,832	1,809,195
Holloway Sportswear, Inc.	Holloway Sportswear, Inc.	86756977	N/A
Holloway Sportswear, Inc.	H Holloway (Design)	78/734,083	3,217,235
Holloway Sportswear, Inc.	H Holloway (Design)	78/734,093	3,217,236
Holloway Sportswear, Inc.	H (Design)	78/734,096	3,217,237
Holloway Sportswear, Inc.	PERFORMANCE IN ACTION (Design)	86/187,125	4,796,124
Holloway Sportswear, Inc.	CUSTOM+ (Design)	86/153,245	4,822,873
Holloway Sportswear, Inc.	H HOLLOWAY CUSTOM (Design)	86/110,196	4,846,610
High 5 Sportswear, Inc.	High Five Sportswear	86912717	N/A
High 5 Sportswear, Inc.	High 5 Sportswear (Design)	74/265,448	1,826,408
High 5 Sportswear, Inc.	High 5 Sportswear	76/193,196	2,655,715
High 5 Sportswear, Inc.	High Five (Design)	77/320,761	3,538,295
High 5 Sportswear, Inc.	High Five (Design)	85/575,684	4,643,221
High 5 Sportswear, Inc.	High Five Sportswear (Design)	78/595,235	4,068,006
Bal Togs, Inc. (fka Baltogs Acquisition Company, Inc.)	BAL-TOGS	74/710,028	1,981,231

TRADEMARK