ETAS ID: TM857442

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CORTLAND CAPITAL MARKET SERVICES LLC			Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	SHOCK DOCTOR, INC.		
Street Address:	11488 Slater Avenue		
City:	Fountain Valley		
State/Country:	CALIFORNIA		
Postal Code:	92708		
Entity Type:	Corporation: DELAWARE		

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark	
Registration Number:	5195068	NATHAN	
Registration Number:	5332904	NATHAN	
Registration Number:	5293172	RUN LACES	
Registration Number:	5596395	TRUE ICE	
Registration Number:	5370147	SHOCK WASH	
Registration Number:	5711084	MUTANT	
Registration Number:	5768544	GRIP THE GREATNESS	

CORRESPONDENCE DATA

Fax Number: 6507393900

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: 6507393939

Email: DebbieWu@JonesDay.com

Correspondent Name: JONES DAY Address Line 1: 250 Vesey Street

Address Line 4: New York, NEW YORK 10281-1047

ATTORNEY DOCKET NUMBER:	230397-000225
NAME OF SUBMITTER:	DEBBIE WU
SIGNATURE:	/Debbie Wu/

TRADEMARK

REEL: 008274 FRAME: 0797 900817792

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TRADEMARK REEL: 008274 FRAME: 0798

TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS

This **TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS** (this "<u>Termination and Release</u>"), is dated as of November 20, 2023, and made by CORTLAND CAPITAL MARKET SERVICES LLC, a Delaware limited liability company, as administrative agent (in such capacity, the "<u>Administrative Agent</u>") for the Secured Parties (as defined in the Credit Agreement referred to below) in favor of SHOCK DOCTOR, INC., a Delaware corporation (the "<u>Grantor</u>").

WHEREAS, reference is made to (i) the Second Lien Credit Agreement, dated as of April 22, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Grantor, as Borrower, Shock Doctor Intermediate, LLC, a Delaware limited liability company, as Holdings, the Lenders from time to time party thereto and the Administrative Agent, and (ii) the Second Lien Guaranty and Security Agreement, dated as of April 22, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") between the Grantor, the other grantors party thereto, and the Administrative Agent;

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantor executed and delivered that certain Second Lien Trademark Security Agreement dated as of August 22, 2019 (the "<u>Trademark Security Agreement</u>") in favor of the Administrative Agent, which was recorded with the United States Patent and Trademark Office on August 22, 2019 at Reel 6727, Frame 0350;

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, mortgaged, pledged and hypothecated to the Administrative Agent for the benefit of the Secured Parties and granted to the Administrative Agent for the benefit of the Secured Parties, a Lien on and security interest in (the "Security Interest") all of the Grantor's right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, the Trademarks referred to on Schedule A hereto; and

WHEREAS, the Grantor has requested and the Administrative Agent has agreed to fully terminate and release its entire Lien on and Security Interest in the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, the Trademarks listed on Schedule A hereto arising under the Trademark Security Agreement and the Guaranty and Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby states as follows:

1. <u>Definitions</u>. Capitalized terms used herein without definition are used as defined in the Trademark Security Agreement or the Guaranty and Security Agreement, as applicable.

TRADEMARK REEL: 008274 FRAME: 0799

- 2. Release of Security Interest. The Administrative Agent, without recourse, representation or warranty, hereby fully terminates, releases, cancels and discharges its entire Lien on and Security Interest in the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, the Trademarks listed on Schedule A hereto, arising under the Trademark Security Agreement and the Guaranty and Security Agreement, and any right, title or interest of the Administrative Agent in the Trademark Collateral arising under the Trademark Security Agreement or the Guaranty and Security Agreement, as applicable, shall hereby cease and become void. The Administrative Agent hereby grants and conveys to the Grantor, without any representation, recourse or undertaking by Administrative Agent, any and all of Administrative Agent's right, title and interest in and to the Trademark Collateral arising under the Trademark Security Agreement or the Guaranty and Security Agreement, as applicable.
- 3. <u>Termination</u>. The Administrative Agent, without recourse, representation or warranty, hereby automatically terminates and cancels the Trademark Security Agreement.
- 4. <u>Recordation</u>. The Administrative Agent hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Termination and Release.
- 5. <u>Governing Law</u>. This Termination and Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Remainder of page intentionally left blank]

TRADEMARK REEL: 008274 FRAME: 0800 IN WITNESS WHEREOF, the Administrative Agent has caused this Termination and Release to be executed by its duly authorized officer as of the date first set forth above.

CORTLAND CAPITAL MARKET SERVICES LLC, as Administrative Agent

Bv:

Name: Pinju Chiu

Title: Associate Counsel

SCHEDULE A TO TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS

Owner	Mark	Status	App No	App Date	Reg No	Reg Date
Shock Doctor, Inc.	GRIP THE GREATNESS	Registered	88164130	10/22/2018	5768544	6/4/2019
Shock Doctor, Inc.	MUTANT	Registered	87756926	1/16/18	5711084	3/26/19
Shock Doctor, Inc.	SHOCK WASH	Registered	97517725	7/6/17	5370147	1/2/18
Shock Doctor, Inc.	TRUE ICE	Registered	87312077	1/24/17	5596395	10/30/18
Shock Doctor, Inc.	RUN LACES	Registered	87250458	11/29/16	5293172	9/19/17
Shock Doctor, Inc.	NATHAN	Registered	87169413	9/13/16	5195068	5/2/17
Shock Doctor, Inc.	NATHAN & Design	Registered	87169437	9/13/16	5332904	11/14/17

TRADEMARK REEL: 008274 FRAME: 0802

RECORDED: 11/30/2023