

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM866491

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		12/29/2023	National Banking Association:
RECEIVING PARTY DATA			
Name:	BACKCOUNTRY.COM, LLC		
Street Address:	1678 West Redstone Center Drive		
City:	Park City		
State/Country:	UTAH		
Postal Code:	84098		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	97051604	HEBER PEAK	
Serial Number:	97174672	H	
Registration Number:	4303136	STOIC	
Registration Number:	5676738	STOIC	
Serial Number:	90309415	STOIC	
Serial Number:	88310517	STOIC	
Serial Number:	90465923	STOIC	
CORRESPONDENCE DATA			
Fax Number:	3125548015		
<i>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.</i>			
Phone:	312-554-8000		
Email:	sxs@pattishall.com		
Correspondent Name:	Bradley L. Cohn		
Address Line 1:	200 S. Wacker Drive, Suite 2900		
Address Line 2:	Pattishall, McAuliffe, Newbury, Hilliard		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	2772-12-2		
NAME OF SUBMITTER:	Bradley L. Cohn		

CH \$190.00 97051604

SIGNATURE:	/bradleycohn/
DATE SIGNED:	01/08/2024
Total Attachments: 4 source=Project Pinnacle (Security Release) - Partial Trademark Security Interest Release (Executed)#page1.tif source=Project Pinnacle (Security Release) - Partial Trademark Security Interest Release (Executed)#page2.tif source=Project Pinnacle (Security Release) - Partial Trademark Security Interest Release (Executed)#page3.tif source=Project Pinnacle (Security Release) - Partial Trademark Security Interest Release (Executed)#page4.tif	

PARTIAL RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS PARTIAL RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this “Release”), dated as of December 29, 2023 and effective as of the Effective Time (as defined below), is executed by **JPMORGAN CHASE BANK, N.A.**, in its capacity as administrative agent (the “Administrative Agent”), in favor of **BACKCOUNTRY.COM, LLC**, a Delaware limited liability company (the “Grantor”). All capitalized terms used in this Release and not otherwise defined herein, shall have the respective meanings given to such terms in the Trademark Security Agreement (as defined below).

RECITALS

A. WHEREAS, the Grantor has, pursuant to that certain Trademark Security Agreement dated as of August 11, 2017 recorded in the United States Patent and Trademark Office (the “USPTO”) on August 11, 2017 at Reel 6128, Frame 0480, as amended and restated by the Amended and Restated Trademark Security Agreement dated as of August 8, 2022 recorded in the USPTO on August 30, 2022 at Reel 7835, Frame 0356 (such amended and restated agreement, the “Trademark Security Agreement”) granted to the Administrative Agent, on behalf of the Secured Parties, a Security Interest in and to all of Grantor’s right, title and interest, in and to the Trademark Collateral;

B. WHEREAS, the Grantor has entered into that certain IP Transfer Agreement, dated as of December 29, 2023 (the “Transfer Agreement”), with Bergfreunde GmbH, a limited liability company incorporated under the laws of Germany (“Bergfreunde”), pursuant to which, the Grantor has agreed to sell and transfer to Bergfreunde all of the Grantor’s right, title and interest in the Trademark Collateral listed on Exhibit A attached hereto, together with all goodwill of the business connected with the use of, and symbolized by such Trademark Collateral, and all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark Collateral, including the right to receive damages or (ii) injury to the goodwill associated with any such Trademark Collateral (collectively, the “Released Collateral”), among others; and

C. WHEREAS, in connection with the Transfer Agreement, the Grantor has requested that the Administrative Agent terminate and release, without representation or warranty (other than as set forth below in Section 2), its Security Interest (as defined in the Trademark Security Agreement) in and to the Released Collateral as provided in this Release.

D. NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Administrative Agent hereby agrees, without recourse, representation or warranty (other than as set forth below in Section 2), as follows:

1. Upon the Effective Time, the Administrative Agent hereby absolutely, unconditionally and irrevocably terminates, discharges and releases its Security Interest in and to the Released Collateral. “Effective Time”, as used herein, shall have the meaning assigned to that term in that certain Release, dated as of the date hereof, by and among Backcountry.com, LLC, Motosport, LLC, Goat Intermediate, LLC, Backcountry Employer Parent, Inc., Backcountry Employer, LLC, Bergfreunde, Backcountry GmbH and the Administrative Agent.

2. The Administrative Agent represents and warrants that it has full authority to execute and deliver this Release.

3. This Release shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

4. The Administrative Agent acknowledges that, upon the Effective Time, this Release may be filed along with any other necessary documentation with the USPTO or any other governmental office to evidence the release granted herein at the sole expense of the Grantor. The Administrative Agent authorizes the Grantor, upon the Effective Time, to record this Release with the USPTO and other applicable registry at the sole expense of the Grantor and agrees to provide the Grantor with any information and additional authorization necessary, to the extent requested in writing by the Grantor, to effect the release of the Security Interest in the Released Collateral, in all cases at the sole expense of the Grantor.

5. Except for the release and termination of the Administrative Agent's Security Interest in and to the Released Collateral, all terms and provisions of the Trademark Security Agreement shall remain in full force and effect. Nothing contained herein shall in any way impair the validity or enforceability of the Trademark Security Agreement, 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 Trademark Collateral other than the Released Collateral (whether pursuant to the Trademark Security Agreement or otherwise) shall remain unchanged and in full force and effect and shall continue to secure the payment and performance of all of the Secured Obligations (as defined in the Credit Agreement).

IN WITNESS WHEREOF, the Administrative Agent has executed this Release of Security Interests in Trademarks as of the date first set forth above.

JPMORGAN CHASE BANK, N.A.

By: 
Name: Ethan Turner
Title: Authorized Officer

[Signature Page to Partial Release of Security Interests in Trademarks]

TRADEMARK
REEL: 008310 FRAME: 0710

Exhibit A
Trademarks

Mark	PTO Serial Number	Filing Date	PTO Registration	Registration Date	Licensed/Owned
HEBER PEAK	97051604	Sep-29-2021	--	--	Owned
Heber Peak Logo	97174672	Dec-16-2021	--	--	Owned
STOIC	77667809	Feb-10-2009	4303136	Mar-19-2013	Owned
STOIC	87979472	Jun-30-2017	5676738	Feb-12-2019	Owned
STOIC	88246208	Dec-31-2018	--	--	Owned
STOIC	90309415	Nov-10-2020	--	--	Owned
STOIC	88310517	Feb-21-2019	--	--	Owned
STOIC	90465923	Jan-14-2021	--	--	Owned