

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM866639

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (releases Reel 005875,Frame 0133)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL, LP as Administrative Agent		01/04/2024	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	BADGER SPORTSWEAR, LLC (f/k/a Badger Sportswear, Inc.)		
Street Address:	111 Badger Lane		
City:	Statesville		
State/Country:	NORTH CAROLINA		
Postal Code:	28625		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4818978	TIE DRI	
Registration Number:	4573215	C2 SPORT	
Registration Number:	4573216	C2 SPORT	
Registration Number:	4015645	B BADGER SPORT	
Registration Number:	4016083	BADGER SPORT	
Registration Number:	4130532	BADGER	
Registration Number:	4012236	B	
Registration Number:	4016084	BADGER CUSTOM	
Registration Number:	4016085	BADGER OUTDOOR	
Registration Number:	4075360	BADGER FORCE	
Registration Number:	4151354	WESTERN FORCE	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	7145401235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		

OP \$290.00 4818978

Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 074270-0007

NAME OF SUBMITTER: Anna T Kwan

SIGNATURE: /atk/

DATE SIGNED: 01/08/2024

Total Attachments: 4

source=Trademark Release to R005875F0133#page1.tif

source=Trademark Release to R005875F0133#page2.tif

source=Trademark Release to R005875F0133#page3.tif

source=Trademark Release to R005875F0133#page4.tif

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “*Termination and Release*”) is granted as of January 4, 2024 by **ANTARES CAPITAL, LP** (“*Antares*”), in its capacity as Administrative Agent (the “**Administrative Agent**”) for the Secured Parties (as defined in the First Lien Credit Agreement), in favor of **BADGER SPORTSWEAR, LLC**, a North Carolina limited liability company (f/k/a Badger Sportswear, Inc.) (the “*Grantor*”).

WHEREAS, the Grantor executed and delivered that certain Trademark Security Agreement, dated as of September 9, 2016 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “*Grant*”), granting the Administrative Agent a security interest in and lien on the Trademark Collateral (as defined therein), which was recorded with the United States Patent and Trademark Office (“*USPTO*”) on September 12, 2016, at Reel 005875, Frame 0133;

WHEREAS, the Grantor has requested that the Administrative Agent hereby terminate, release and discharge fully its security interests in and liens on all right, title and interest of the Grantor in, to and under all of the Trademark Collateral as herein provided; and

WHEREAS, the Grantor has requested that the Administrative Agent provide a document suitable for recording with the USPTO to evidence the release of the Administrative Agent’s security interests in and liens on the Trademark Collateral as herein provided.

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

1. terminates the Grant and releases, terminates and discharges all liens and security interests in the Grantor’s right, title and interest in, to and under (i) the Trademark Collateral, including without limitation those trademarks and trademark applications identified in Schedule A hereto, (ii) all proceeds and products of the Trademark Collateral, (iii) all goodwill associated therewith, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademark Collateral or unfair competition regarding the same; and assigns, transfers and conveys to Grantor any interest in all of the foregoing, including any lien and security interest thereof; and
2. authorizes and requests that this Termination and Release be recorded with the USPTO.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Termination and Release to be executed by its duly authorized officer as of the date above first written.

ANTARES CAPITAL, LP as Administrative Agent

Beth L. Troyer



By: _____

Name: Beth Troyer

Title: Duly Authorized Signatory

SCHEDULE A

1. REGISTERED TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER/DATE	TRADEMARK
Badger Sportswear, LLC (f/k/a Badger Sportswear, Inc.)	4,818,978 / September 22, 2015	TIE DRI
Badger Sportswear, LLC (f/k/a Badger Sportswear, Inc.)	4,573,215 / July 22, 2014	
Badger Sportswear, LLC (f/k/a Badger Sportswear, Inc.)	4,573,216 / July 22, 2014	C2 SPORT
Badger Sportswear, LLC (f/k/a Badger Sportswear, Inc.)	4,015,645 / August 23, 2011	
Badger Sportswear, LLC (f/k/a Badger Sportswear, Inc.)	4,016,083 / August 23, 2011	BADGER SPORT
Badger Sportswear, LLC (f/k/a Badger Sportswear, Inc.)	4,130,532 / April 24, 2012	BADGER
Badger Sportswear, LLC (f/k/a Badger Sportswear, Inc.)	4,012,236 / August 16, 2011	“Stylized B” 
Badger Sportswear, LLC (f/k/a Badger Sportswear, Inc.)	4,016,084 / August 23, 2011	BADGER CUSTOM
Badger Sportswear, LLC (f/k/a Badger Sportswear, Inc.)	4,016,085 / August 23, 2011	BADGER OUTDOOR
Badger Sportswear, LLC (f/k/a Badger Sportswear, Inc.)	4,075,360 / December 20, 2011	BADGER FORCE

Badger Sportswear, LLC (f/k/a Badger Sportswear, Inc.)	4,151,354 / May 29, 2012	WESTERN FORCE
---	-----------------------------	---------------

2. TRADEMARK APPLICATIONS

None.