

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Third Bank		10/18/2013	Banking Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Scout Limited Inc.		
Street Address:	P.O. Box 10038		
City:	Goldsboro		
State/Country:	NORTH CAROLINA		
Postal Code:	27532		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3044536	PARK DESIGNS	
Registration Number:	4230583	SPLIT P	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-467-8909		
Email:	behogue@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255 -- IPLAW@VORYS		
Address Line 2:	Attn: Christopher M. Ott, Esq.		
Address Line 4:	Columbus, OHIO 43216		
ATTORNEY DOCKET NUMBER:	5252-210/0769/SCOUTRELEAS		
NAME OF SUBMITTER:	Christopher M. Ott		
Signature:	/christopher m ott/		

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TRADEMARK

Date:

10/31/2013

Total Attachments: 3

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RELEASE OF TRADEMARK SECURITY AGREEMENT
(Senior Subordinated Debt)

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT ("Release"), dated as of October 18, 2013 is made by FIFTH THIRD BANK, an Ohio banking corporation ("Lender"), solely through its Mezzanine Finance Group ("Secured Party").

WHEREAS, Lender and SCOUT LIMITED INC., a North Carolina corporation ("Debtor"), are parties to that certain Trademark Security Agreement, dated as of February 21, 2006, which was recorded with the United States Patent and Trademark Office on April 7, 2006 in its records at Reel 3284, Frame 0897, as amended by a First Amendment to Trademark Security Agreement, dated as of February 28, 2013, which was recorded with the United States Patent and Trademark Office on March 2, 2013 in its records at Reel 4973, Frame 0821 (as amended, the "Agreement"); capitalized terms used but not defined herein will have the meaning given to them in the Agreement;

WHEREAS, Lender, through its Structured Finance Group ("Senior Secured Party"), and Debtor are parties to that certain Trademark Security Agreement, dated as of February 21, 2006, which was recorded with the United States Patent and Trademark Office on April 7, 2006 in its records at Reel 3284, Frame 0832, as amended by a First Amendment to Trademark Security Agreement, dated as of February 28, 2013, which was recorded with the United States Patent and Trademark Office on March 1, 2013 in its records at Reel 4973, Frame 0805 (as amended, the "Senior Agreement");

WHEREAS, the Agreement granted to Secured Party a continuing security interest in and to, Lien on, all of Debtor's right, title and interest in, to and under the Trademark Collateral, including, without limitation, (a) all of Debtor's now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of the Agreement, of any Intent to Use Applications as defined therein), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the "Trademarks"); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all of the Trademarks, including damages and payments for past or future infringements of any and all of the Trademarks; (d) all rights to sue for past, present and future infringements of any and all of the Trademarks; (e) all rights corresponding to any and all of the Trademarks throughout the world; (f) the Trademark License Rights; and (g) together in each case with the goodwill of Debtor's business connected with the use of, and symbolized by, the foregoing; and

WHEREAS, Secured Party desires to release its rights and security interests in the Trademark Collateral solely as granted under the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby fully and finally releases and terminates its security interest in, Liens on, and all other rights in, to and under the Trademark Collateral granted solely under the Agreement; *provided*, however, that nothing in this Release shall be construed as terminating, releasing, decreasing, diminishing, or in any other way altering any Lien or security interest for the benefit of the Senior Secured Party under the Senior Agreement.

{Signature Page Follows}

IN WITNESS WHEREOF, Lender has caused this Release of Trademark Security Agreement to be duly executed as of the day and year first above written.

FIFTH THIRD BANK

By: David R. Garber
Name: David R. Garber
Title: Assistant Vice President

STATE OF Ohio)
) SS:
COUNTY OF Hamilton)

The foregoing Release of Trademark Security Agreement was acknowledged before me on this 18th day of October, 2013 by David Garber a OFFICER of Fifth Third Bank, an Ohio banking corporation, on behalf of such corporation.

Ruthanne Bradley
Notary Public

My commission expires:

15 Nov. 2014



RUTHANNE BRADLEY
Notary Public, State of Ohio
My Commission Expires
November 15, 2014

SCHEDULE I
TRADEMARKS

Trademark	Status	Serial Number	Filing Date	Registration Number	Registration Date
Park Designs	Registered	78-362574	2/4/2004	Reg. No. 3044536	1/17/2006
Split P	Registered	85-222,876	1/21/2011	Reg. No. 4,230,583	10/23/2012

Licenses:

None.