

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM310087

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association, as successor-in-interest and successor agent to Burdale Capital Finance, Inc., as Agent		07/02/2014	national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Stratos Boats, LLC		
Street Address:	927 Highway 178 North		
City:	Flippin		
State/Country:	ARIZONA		
Postal Code:	72634		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3130856	EXCURSION	
Registration Number:	2994370	STRATOS	
Registration Number:	1393959	STRATOS	
Registration Number:	2986634		
Serial Number:	77724762	EVOLUTION	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<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:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	020445-85		
NAME OF SUBMITTER:	John E. Slaughter		

OP \$140.00 3130856

SIGNATURE:	/John E. Slaughter/
DATE SIGNED:	07/09/2014
Total Attachments: 3 source=Trademark Termination 0356 Stratos#page1.tif source=Trademark Termination 0356 Stratos#page2.tif source=Trademark Termination 0356 Stratos#page3.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of July 2, 2014 ("Release"), is made by Wells Fargo Bank, National Association, as successor-in-interest and successor agent to Burdale Capital Finance, Inc., as agent ("Agent"), in favor of Stratos Boats, LLC, a Delaware limited liability company ("Debtor").

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of August 6, 2010 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Loan Agreement") by and among the Debtor, Agent, and others party thereto, the Trademark Collateral Assignment and Security Agreement dated as August 6, 2010 ("Trademark Security Agreement") by and among the Debtor and Agent, and the Assignment of Security Interest in Trademarks dated as of February 21, 2013 ("Lien Assignment") by and among Agent and Burdale Capital Finance, Inc., Debtor granted to the Agent, for itself and on behalf of each Secured Party, a continuing security interest in and a general lien upon, and a conditional collateral assignment of, Debtor's Collateral (as defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on September 7, 2010 at Reel 4273 Frame 0356; and

WHEREAS, the Lien Assignment was recorded at the USPTO on February 21, 2013 at Reel 4972 Frame 0152.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent, for itself and on behalf of each Secured Party, and Debtor agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement or Trademark Security Agreement.

SECTION 2. Termination and Release. Agent, for itself and on behalf of each Secured Party, hereby:

(a) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the mortgage, pledge, collateral assignment, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under (and reassigns to Debtor, if applicable) Debtor's Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto; and

(b) authorizes the recordation of this Release with the USPTO at Debtor's expense.

IN WITNESS WHEREOF, the Agent, for itself and on behalf of each Secured Party, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Agent:

Wells Fargo Bank, National Association, as successor-in-interest
and successor agent to Burdale Capital Finance, Inc., as agent

By: 

Name: GEORGIOS KYVERNTIS

Title: Authorized Signatory

[Signature page to Trademarks Release – Stratos]

Schedule A

**Stratos Boats, LLC
(Delaware Limited Liability Company)**

**U.S. Trademarks Subject to Security Interest
Granted by Stratos Boats, LLC
In Favor of Burdale Capital Finance, Inc.
Recorded August 6, 2010 at Reel 4273 Frame 0356
Security Interest Assigned In Favor of Wells Fargo Bank, National Association
Recorded February 21, 2013 at Reel 4972 Frame 0152**

Registered Marks

Mark	Reg. No.	Reg. Date
EXCURSION	3130856	08/15/06
STRATOS	2994370	09/13/05
STRATOS	1393959	05/20/86
STRATOS GRAPHICS (Miscellaneous design)	2986634 ⁷	08/16/05

Trademark Application

Country	Mark	App. No.	Filing Date
United States	EVOLUTION	77724762 ⁸	04/29/09

Foreign Trademarks

Country	Mark	App. No.	Reg. No.
Community Trademark	STRATOS	7092471	7092471
Japan	STRATOS	2057001	2708861
Canada	STRATOS	665460	401347

⁷ Cancelled

⁸ Abandoned

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