

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636311

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust (London) Limited		03/18/2021	Corporation: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Amer Sports International Oy
Street Address:	Konepajankuja 6
City:	Helsinki
State/Country:	FINLAND
Postal Code:	00510
Entity Type:	Limited Liability Company: FINLAND

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	75319367	EFX
Serial Number:	75561386	GROUND EFFECTS
Serial Number:	76359438	MOVE BEYOND
Serial Number:	78623974	PRECOR HOME FITNESS
Serial Number:	77919495	PRECOR
Serial Number:	86512942	PRECOR
Serial Number:	88177885	PRECOR
Serial Number:	73432663	PRECOR
Serial Number:	78745723	PRECOR
Serial Number:	77607558	PRECOR
Serial Number:	76014028	CROSSRAMP
Serial Number:	75355790	

CORRESPONDENCE DATA

Fax Number:

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: 212-230-4000

Email: marissa.yu@freshfields.com

Correspondent Name: Marissa Yu

TRADEMARK

Address Line 1: 601 Lexington Avenue
Address Line 2: FL 31
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER: Marissa Yu

SIGNATURE: /mmy/

DATE SIGNED: 04/01/2021

Total Attachments: 7

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PARTIAL RELEASE OF TRADEMARK SECURITY AGREEMENT

This **PARTIAL RELEASE OF TRADEMARK SECURITY AGREEMENT**, dated as of March, 18 2021 (this "Agreement"), is made by Wilmington Trust (London) Limited, as security agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Agent"), in favor of Amer Sports International Oy (the "Grantor").

WHEREAS, pursuant to that certain Collateral Agreement dated as of June 17, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") between the Grantor (and certain other Grantors as defined therein) and the Agent, pursuant to which Grantor assigned, transferred and granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined in the Trademark Security Agreement), and Grantor executed and delivered to the Agent that certain Trademark Security Agreement dated June 17, 2020 and recorded with the United States Patent and Trademark Office on June 17, 2020 at Reel 6979, Frame 0779 (the "Trademark Security Agreement");

WHEREAS, pursuant to that certain Global Deed of Release dated as of March 18, 2021 by and among Amer Sports Holding Oy, the Agent (as "Security Agent" thereunder), and J.P. Morgan AG (as "Agent" thereunder") (the "Global Deed of Release"), the Agent, on behalf of itself and the Secured Parties, released its security interest in the following portion of the Trademark Collateral: the Precor trademarks and: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the "Released Trademark Collateral");

WHEREAS, the Agent has agreed to enter into this Agreement to effectuate, evidence and record the release and reassignment to Grantor of any and all right, title and interest the Agent and the Secured Parties may have in the Released Trademark Collateral pursuant to the Collateral Agreement and the Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent hereby agrees with the Grantor as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Trademark Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Collateral Agreement, and if not defined therein, shall have the respective meanings given thereto in the Facilities Agreement.

SECTION 2. Release of Security Interest in Released Trademark Collateral

SECTION 2.1 Release of Security. Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby (i) terminates, releases and discharges any and all security interest that it has pursuant to the Trademark Security Agreement and the Collateral Agreement in the Released Trademark Collateral, and (ii) hereby reassigns to the Grantor any right, title or interest it may

have in the Released Trademark Collateral, without recourse to the Agent, and without representation or warranty of any kind:

SECTION 2.2 Continuing Security. Notwithstanding anything herein to the contrary, in no event shall the Released Trademark Collateral include or the release of security interest granted under Section 2.1 hereof attach to any Trademark Collateral (as defined in the Trademark Security Agreement) that is not Released Trademark Collateral, and the parties acknowledge and agree that the Trademark Security Agreement shall continue in full force and effect with respect to any such unreleased Trademark Collateral.

SECTION 3. Global Deed of Release

The release of security interest released pursuant to this Agreement is granted in conjunction with the release of security interest granted pursuant to the Global Deed of Release, and the Agent hereby acknowledges and affirms that the rights and remedies of the Grantor with respect to the release of security interest in the Released Trademark Collateral made and granted hereby are more fully set forth in the Global Deed of Release, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Global Deed of Release, the provisions of the Global Deed of Release shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Agent has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WILMINGTON TRUST (LONDON) LIMITED,

as Agent

By:  _____

Name: CANDICE DE REYCK
VICE PRESIDENT

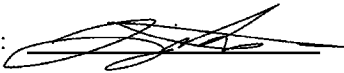
Title: _____

[Babylon – Signature Page to US Partial TM Release (Precor Sale)]

Accepted and Agreed:

AMER SPORTS INTERNATIONAL OY

as Grantor

By: 

Name: Jussi Siitonen

Title: CFO

By: _____

Name: _____

Title: _____

[Babylon – Signature Page to US Partial TM Release (Precor Sale)]

TRADEMARK
REEL: 007242 FRAME: 0167

Accepted and Agreed:

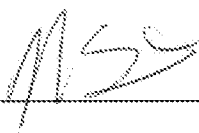
AMER SPORTS INTERNATIONAL OY

as Grantor

By: _____

Name: _____

Title: _____

By:  _____

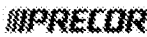

Name: Juha Saarenheimo

Title: Authorised Signatory

{Babylon -- Signature Page to US Partial TM Release (Pecor Sale)}

SCHEDULE A
to
PARTIAL RELEASE OF TRADEMARK SECURITY AGREEMENT
RELEASED TRADEMARK REGISTRATIONS AND APPLICATIONS

	Mark	Serial No.	Filing Date	Registration No.	Registration Date	Owner
1.	EFX	75319367	7/3/1997	2152618	4/21/1998	Amer Sports International Oy
2.	GROUND EFFECTS	75561386	09/28/1998	2299834	12/14/1999	Amer Sports International Oy
3.	MOVE BEYOND	76359438	01/16/2002	2754123	08/19/2003	Amer Sports International Oy
4.	PRECOR HOME FITNESS PRECOR HOME FITNESS	78623974	05/05/2005	3118441	07/18/2006	Amer Sports International Oy
5.	PRECOR	77919495	01/25/2010	4056916	11/15/2011	Amer Sports International Oy
6.	PRECOR	86512942	01/23/2015	4803698	09/01/2015	Amer Sports International Oy
7.	PRECOR	88177885	11/01/2018	5947486	12/31/2019	Amer Sports International Oy
8.	PRECOR	73432663	06/30/1983	1282674	06/19/1984	Amer Sports International Oy
9.	PRECOR	78745723	11/02/2005	3118453	07/18/2006	Amer Sports International Oy

	Mark	Serial No.	Filing Date	Registration No.	Registration Date	Owner
10.	PRECOR and design 	77607558	11/05/2008	3642753	06/23/2009	Amer Sports International Oy
11.	CROSSRAMP	76014028	03/31/2000	2433605	03/06/2001	Amer Sports International Oy
12.	DESIGN 	75355790	09/10/1997	2169751	06/30/1998	Amer Sports International Oy