501931774 05/24/2012

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Patents

CONVEYING PARTY DATA

Name	Execution Date
Bank of America, N.A.	05/22/2012

RECEIVING PARTY DATA

Name:	Sportime, LLC
Street Address:	3155 Northwoods Parkway
City:	Norcross
State/Country:	GEORGIA
Postal Code:	30071

PROPERTY NUMBERS Total: 5

Property Type	Number
Patent Number:	7618358
Patent Number:	D537119
Patent Number:	D382323
Patent Number:	D377955
Patent Number:	4998728

CORRESPONDENCE DATA

Fax Number: (414)273-5198 Phone: 414-273-3500 Email: nakees@gklaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US

Mail.

Correspondent Name: Nicholas A. Kees; Godfrey & Kahn, S.C.

Address Line 1: 780 N. Water Street

Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	009316-0870
NAME OF SURMITTER	Nicholas A Kees

Total Attachments: 3

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REEL: 028274 FRAME: 0141

TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS**, dated as of May 22, 2012 ("<u>Release</u>"), is made by Bank of America, N.A., as Administrative Agent and as successor in interest to the Collateral Agent (as defined below) (in such capacities, the "<u>Administrative Agent</u>") in favor of Sportime, LLC, a Delaware limited liability company ("<u>Grantor</u>").

WHEREAS, pursuant to the Security Agreement dated as of April 23, 2010 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Grantors party thereto and the Administrative Agent, each Grantor granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations, a continuing security interest in any and all right, title and interest of such Grantor in, to, and under all the Patents, Patent Licenses, and Proceeds of the foregoing;

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered to Administrative Agent, for the benefit of the holders of the Secured Obligations, the Notice of Grant of Security Interest in Patents dated as of April 23, 2010 ("Notice");

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on April 28, 2010 at Reel 024294 Frame 0763;

WHEREAS, pursuant to the Intellectual Property Security Interest Assignment Agreement dated as of April 23, 2010 ("IP Assignment"), Bank of America, N.A., in its capacity as Collateral Agent, Administrative Agent, and successor in interest to NationsBank, N.A., as Administrative Agent ("Collateral Agent") assigned to Administrative Agent all of its right, title, and interest to the Security Instrument (as defined in the IP Assignment), which included all security interests and liens on intellectual property and associated recordations granted by Grantor to Collateral Agent; and

WHEREAS, the IP Assignment was recorded at the USPTO on April 28, 2010 at Reel 024300 Frame 0142.

- **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, Administrative Agent, on behalf of the holders of the Secured Obligations, and Grantor agree as follows:
- **SECTION 1.** <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement, Notice, or IP Assignment.
- **SECTION 2.** <u>Termination and Release</u>. Administrative Agent, on behalf of the holders of the Secured Obligations, without representation, warranty, or recourse, hereby:
- (a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to any and all rights, title, and interests in, to, and under all the Patents, Patent Licenses, and Proceeds of the foregoing, including, without limitation, the foregoing listed on Schedule A attached hereto; and
 - (b) authorizes the recordation of this Release with the USPTO.
- **SECTION 3**. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of North Carolina.

TRI1\803218v2 TRI1\803218v2 IN WITNESS WHEREOF, the Administrative Agent, on behalf of the holders of the Secured Obligations, has caused this Termination and Release of Security Interest in Patents to be duly executed as of the date first set forth above.

Administrative Agent:

Bank of America, N.A., as Administrative Agent

Name: Anthea Del Bianco

Title: Vice President

Schedule A

Sportime, LLC (Delaware LLC)

U.S. Patent Subject to Notice

Issued Patent

Description	Patent No.	Issued
TRAINING DEVICE	7618358	11/17/09

U.S. Patents Subject to IP Assignment

Issued Patents

Description	Patent No	Issued
TRAINING DEVICE	D537119	02/20/07
JUGGLING TOY	D382323	08/12/97
PORTHOLE PARACHUTE PLAYTHING FOR GROUP ACTIVITY	D377955	02/11/97
SOFT TIP FOOTBALL	4998728	03/12/91

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PATENT REEL: 028274 FRAME: 0144

RECORDED: 05/24/2012