

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340622

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Release (Reel: 5293 / Frame: 0704)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Agent		05/05/2015	Association: UNITED STATES

RECEIVING PARTY DATA

Name:	ABG Tapout LLC, as Grantor
Street Address:	100 West 33rd Street, Suite 1007
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	4347032	TAPOUT
Registration Number:	4097426	HITMAN
Registration Number:	4093989	HITMAN FIGHT GEAR
Registration Number:	3947715	MASK
Registration Number:	3508715	TAP OUT CREW
Registration Number:	2346533	TAPOUT
Registration Number:	3930056	TAPOUT
Registration Number:	3469559	TAPOUT
Registration Number:	3621015	TAPOUT
Registration Number:	3614036	TAPOUT
Registration Number:	3697185	TAPOUT
Registration Number:	3707049	TAPOUT
Registration Number:	3274753	TAPOUT
Registration Number:	4026444	TAPOUT
Registration Number:	3848359	TAPOUT
Registration Number:	3848358	TAPOUT
Registration Number:	3655857	TAPOUT
Registration Number:	3655858	TAPOUT
Registration Number:	3848390	TAPOUT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3848391	TAPOUT
Registration Number:	3470358	TAPOUT H2O
Registration Number:	3839338	TAPOUT MPS
Registration Number:	4040641	TAPOUT VINTAGE
Registration Number:	4040640	TAPOUT TAPOUT VTC VIRTUAL TRAINING CENTE
Registration Number:	4187032	TO
Registration Number:	4077607	TO

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.

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Ken Tan, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	KEN TAN, LEGAL ASSISTANT
SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	05/07/2015

Total Attachments: 4

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Bank of America, N.A., as Agent

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 5, 2015

- Assignment
- Security Agreement
- Other Trademark Release (Reel: 5293 / Frame: 0704)
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: ABG Tapout LLC, as Grantor

Street Address: 100 West 33rd Street, Suite 1007

City: New York

State: New York

Country: USA Zip: 10001

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
Limited Liability
- Other Company Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Ken Tan, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: New York Zip: 10005

Phone Number: (212) 701-3804

Docket Number: 08061.0714

Email Address: KTan@cahill.com

6. Total number of applications and registrations involved:

26

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

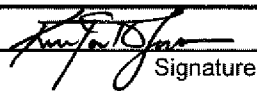
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature
Ken Tan

5/7/2015

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of May 5, 2015 (the "Effective Date"), is made by BANK OF AMERICA, N.A., in its capacity as collateral agent (the "Agent") under the Security Agreement (referenced below), in favor of ABG Tapout LLC (the "Grantor").

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of May 27, 2014, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Agent, in its capacity as collateral agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Second Lien Trademark Security Agreement, dated as of May 27, 2014 (the "Trademark Security Agreement"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 2, 2014 at Reel/Frame 5293/0704; and

WHEREAS, in reliance of certain certifications, representations and warranties made by ABG Intermediate Holdings 2 LLC, an affiliate of the Grantor, pursuant to that certain Chief Financial Officer's Certificate, dated April 9, 2015 (the "Certificate"), concerning the Disposition of Contributed Assets (as defined in the Certificate) of the Grantor under the JV Agreement (as defined in the Certificate), the Agent has agreed to release, discharge, terminate and cancel its security interest in certain specified collateral.

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

1. Defined Terms. All capitalized terms used, but not otherwise defined or referenced herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby terminates the Trademark Security Agreement and hereby releases, discharges, terminates and cancels all of its security interest, arising under the Security Agreement and the Trademark Security Agreement, in and to (a) the Trademark Collateral, including the trademark and service mark registrations and applications set forth on Schedule A attached hereto, (b) all of the Grantor's right, title and interest in, to and under the Trademark Licenses included in the Contributed Assets, and (c) all Proceeds of the foregoing included in the Contributed Assets (which, for the avoidance of doubt, shall not include any Proceeds that the Grantor receives from the Released Collateral as a result of its interest under the JV Agreement) (collectively, the "Released Collateral"). If and to the extent that the Agent has acquired any right, title or interest in and to the Released Collateral, the Agent, without representation or warranty of any kind, hereby irrevocably re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Limitation. This Release is applicable only and solely with respect to the Released Collateral and to no other collateral arising under the Security Agreement (collectively, the "Retained Collateral"). The Agent's security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release. The Grantor shall continue to be a Guarantor under the Security Agreement.

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of New York State, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**BANK OF AMERICA, N.A., acting in its
capacity as collateral agent**

By: Alysa Trakas

Name: Alysa Trakas

Title: Director

Schedule A

U.S. Registered Trademarks and Trademark Applications

Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date	Grantor
TAPOUT	77866895	6-Nov-09	4347032	4-Jun-13	ABG TAPOUT LLC
HITMAN	76654153	27-Jan-06	4097426	14-Feb-12	ABG TAPOUT LLC
HITMAN FIGHT GEAR	77273671	6-Sep-07	4093989	31-Jan-12	ABG TAPOUT LLC
MASK	85111825	19-Aug-10	3947715	19-Apr-11	ABG TAPOUT LLC
TAP OUT CREW	78879886	9-May-06	3508715	30-Sep-08	ABG TAPOUT LLC
TAPOUT	75525080	24-Jul-98	2346533	2-May-00	ABG TAPOUT LLC
TAPOUT	78839428	16-Mar-06	3930056	8-Mar-11	ABG TAPOUT LLC
TAPOUT	78839459	16-Mar-06	3469559	15-Jul-08	ABG TAPOUT LLC
TAPOUT	78839795	17-Mar-06	3621015	12-May-09	ABG TAPOUT LLC
TAPOUT	78981022	17-Mar-06	3614036	28-Apr-09	ABG TAPOUT LLC
TAPOUT	78839819	17-Mar-06	3697185	13-Oct-09	ABG TAPOUT LLC
TAPOUT	78839841	17-Mar-06	3707049	3-Nov-09	ABG TAPOUT LLC
TAPOUT	78839857	17-Mar-06	3274753	7-Aug-07	ABG TAPOUT LLC
TAPOUT	77486575	29-May-08	4026444	13-Sep-11	ABG TAPOUT LLC
TAPOUT	77575680	22-Sep-08	3848359	14-Sep-10	ABG TAPOUT LLC
TAPOUT	77575674	22-Sep-08	3848358	14-Sep-10	ABG TAPOUT LLC
TAPOUT	77609164	6-Nov-08	3655857	14-Jul-09	ABG TAPOUT LLC
TAPOUT	77609172	6-Nov-08	3655858	14-Jul-09	ABG TAPOUT LLC
TAPOUT	77611794	11-Nov-08	3848390	14-Sep-10	ABG TAPOUT LLC
TAPOUT	77611796	11-Nov-08	3848391	14-Sep-10	ABG TAPOUT LLC
TAPOUT H2O	77171891	3-May-07	3470358	22-Jul-08	ABG TAPOUT LLC
TAPOUT MPS	77979944	15-Oct-09	3839338	24-Aug-10	ABG TAPOUT LLC
TAPOUT VINTAGE	85115727	25-Aug-10	4040641	18-Oct-11	ABG TAPOUT LLC
TAPOUT TAPOUT VTC VIRTUAL TRAINING CENTER	85115698	25-Aug-10	4040640	18-Oct-11	ABG TAPOUT LLC
TO	77545155	12-Aug-08	4187032	7-Aug-12	ABG TAPOUT LLC
TO	77982662	12-Aug-08	4077607	27-Dec-11	ABG TAPOUT LLC