

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM360242

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association		10/23/2015	Bank: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	Penguin Brands, Inc.
<b>Street Address:</b>	2009 Elmwood Avenue
<b>City:</b>	Sharon Hill
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19079
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA

## PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3843795	NATHAN
Registration Number:	3953094	NATHAN
Registration Number:	3668912	WATERBOX
Registration Number:	1129566	WRIST RUNNER
Registration Number:	4086223	
Registration Number:	4195286	SOFTTOUCH CAP
Registration Number:	4518455	LIGHTWAVE
Registration Number:	4492317	PUSH > POTENTIAL
Registration Number:	3334827	HPL
Registration Number:	3312108	NATHAN
Registration Number:	3458074	HUMAN PROPULSION LABORATORIES
Serial Number:	85668072	NDURATHLETIC
Serial Number:	85668110	TRU TOUCH
Serial Number:	85790810	RUNNING ESSENTIALS

## CORRESPONDENCE DATA

Fax Number: 6127661600

*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.*

OP \$365.00 3843795

**Phone:** 6127667000  
**Email:** tmmpls@FaegreBD.com  
**Correspondent Name:** Faegre Baker Daniels LLP  
**Address Line 1:** 90 South Seventh Street  
**Address Line 2:** 2200 Wells Fargo Center  
**Address Line 4:** Minneapolis, MINNESOTA 55402-3901

**ATTORNEY DOCKET NUMBER:** 473893.229

**NAME OF SUBMITTER:** Dianna L. Gould

**SIGNATURE:** /dlg/

**DATE SIGNED:** 10/28/2015

**Total Attachments: 5**

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RELEASE OF SECURITY INTERESTS IN  
UNITED STATES PATENTS AND TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN UNITED STATES PATENTS AND TRADEMARKS is made as of October 23, 2015, by PNC Bank, National Association, with a place of business at 1600 Market Street, Philadelphia, PA 19103, as administrative agent for the lenders (in such capacity "Agent"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Patent Security Agreement (as defined below) and Trademark Security Agreement (as defined below), as applicable.

WHEREAS, Nathan Sports, Inc., a Pennsylvania corporation formerly known as Penguin Brands, Inc. ("Grantor") and Agent were parties to that certain Patent Security Agreement dated as of September 24, 2010 (as amended from time to time, the "Patent Security Agreement"), pursuant to which Grantor granted a security interest to Agent in certain patents ("Patents") and Patent Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including the Patents as set forth on Schedule 1 hereto;

WHEREAS, the Patent Security Agreement was recorded with the Patent Division of the United States Patent and Trademark Office on September 29, 2010, at Reel 025051, Frame 0645;

WHEREAS, Grantor and Agent were parties to that certain Trademark Security Agreement dated as of September 24, 2010 (as amended from time to time, the "Trademark Security Agreement"), pursuant to which Grantor granted a security interest to Agent in certain trademarks ("Trademarks") and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including Trademarks set forth on Schedule 2 hereto; and

WHEREAS, the Trademark Security Agreement as recorded with the Trademark Division of the United States Patent and Trademark Office on September 29, 2010 at Reel 4286, Frame0151, as amended by the First Amendment to Trademark Security Agreement dated April 30, 2013, recorded with the Trademark Division of the United States Patent and Trademark Office on May 8, 2013 at Reel 5022,Frame 0984 and Reel 5023, Frame 0001.

NOW, THEREFORE, for value received, Agent hereby:

(a) releases, for itself and on behalf of the lenders, its security interest in and lien on all of Grantor's right, title, and interest in and to the following (collectively the "Patent Collateral"): (i) the Patent Rights and all proceeds thereof and all of Grantor's right title, interest, claims and demands that Grantor may have in profits and damages for past and future infringements of the Patent Rights and (ii) the patents and patent applications of Grantor including, but not limited to, the patents set forth herein on Schedule 1; and

(b) releases, for itself and on behalf of the lenders, its security interest in and lien on all of Grantor's right, title, and interest in and to the following (collectively, the "Trademark Collateral"): (i) the trademarks and trademark applications of Grantor including, but not limited to, the trademark registrations and trademark applications set forth herein on Schedule 2 and (ii) the Trademarks, together with all the goodwill of Grantor associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present

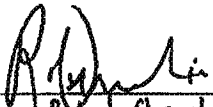
and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

Agent agrees, at the cost of Grantor, to execute and deliver such further instruments and take or cause to be taken such other or further action as Grantor may reasonably request in order to perfect, confirm or evidence such releases.

*[Remainder of this page intentionally left blank.]*

IN WITNESS WHEREOF, Grantee, by its duly authorized officer, has executed this Release of Security Interests in United States Patents and Trademarks on this 23<sup>rd</sup> day of October, 2015.




PNC BANK, NATIONAL ASSOCIATION,  
as Grantee

By:   
Name: Robert Oreschowski  
Title: Vice President

SCHEDULE 1

Patent Registration No.	Registration Date	Title
7850052	Dec 14, 2010	Waistpack having quick access/deposit hydration bottle
8136693	Mar 20, 2012	Attachable container having openable snap ring
8047411	Nov 1, 2011	Rear entry bladder for user-borne athletic packs
8181835	May 22, 2012	Resilient strap mounting for user-borne athletic packs
7237703	Jul 3, 2007	Double entry water bottle carrier for a runner

SCHEDULE 2

Trademark Registration No.	Registration Date	Mark
3843795	9/7/2010	
3953094	5/3/2011	
3668912	08/18/2009	WATERBOX
1129566	1/22/1980	WRIST RUNNER
4086223	01/17/2012	
4195286	08/21/2012	SOFTTOUCH CAP
4518455	04/22/2014	LIGHTWAVE
4492317	03/04/2014	PUSH > POTENTIAL
3334827	11/13/2007	HPL (registration cancelled)
3312108	10/16/2007	NATHAN (registration cancelled)
3458074	07/01/2008	HUMAN PROPULSION LABORATORIES (registration cancelled)

Trademark Application No.	Application Date	Mark
85668072	07/03/2012	NDURATHLETIC (application abandoned)
85668110	07/03/2012	TRUTOUCH (application abandoned)
85790810	11/29/2012	RUNNING ESSENTIALS (application abandoned)