

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM382386

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of First Lien Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A.		04/28/2016	Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Prince Sports, LLC		
<b>Street Address:</b>	100 West 33rd Street, Suite 1007		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2052797	VIKING	
<b>Registration Number:</b>	2055342	V	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	michael.barys@thomsonreuters.com		
<b>Correspondent Name:</b>	Elaine Carrera, Legal Assistant		
<b>Address Line 1:</b>	80 Pine Street		
<b>Address Line 2:</b>	c/o Cahill Gordon & Reindel LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10005		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera		
<b>SIGNATURE:</b>	/Michael Barys/		
<b>DATE SIGNED:</b>	04/28/2016		
<b>Total Attachments: 4</b>			
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## RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS

This RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of April 28, 2016 (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 Prince Sports, LLC (the “Grantor”).

WHEREAS, pursuant to that certain First 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 First 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 May 30, 2014 at Reel/Frame 5292/0580; 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 27, 2016 (the “Certificate”), concerning the Disposition of Transferred Assets (as defined in the Certificate) of the Grantor under the Viking Transaction 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 only with respect to the Released Collateral (as defined below) 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 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 Transferred Assets, and (c) all Proceeds of the foregoing included in the Transferred Assets (collectively, the “Released Collateral”) (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 Viking Transaction Agreement). 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 or the Trademark 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

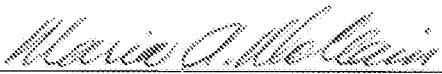
modified in any respect by this Release. The Grantor shall continue to be a Guarantor under the Security Agreement and the Trademark Security Agreement.

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: 

Name: Maria A. McClain

Title: Vice President

**Schedule A**

**U.S. Registered Trademarks and Trademark Applications**

<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Grantor</b>
VIKING	75117869	12-Jun-96	2052797	15-Apr-97	PRINCE SPORTS LLC
V	75117871	12-Jun-96	2055342	22-Apr-97	PRINCE SPORTS LLC