

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382604

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		04/28/2016	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Prince Sports, LLC		
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: 2			
Property Type	Number	Word Mark	
Registration Number:	2052797	VIKING	
Registration Number:	2055342	V	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindal LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	05/02/2016		
Total Attachments: 4			
source=ABG - Trademark Release (Viking) (Second Lien)#page1.tif			
source=ABG - Trademark Release (Viking) (Second Lien)#page2.tif			
source=ABG - Trademark Release (Viking) (Second Lien)#page3.tif			
source=ABG - Trademark Release (Viking) (Second Lien)#page4.tif			

OP \$65.00 2052797

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.

- 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) April 28, 2016

- Assignment
- Security Agreement
- Other Release of Second Lien Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Prince Sports, LLC

Street Address: 100 West 33rd Street, Suite 1007

City: New York

State: NY

Country: USA Zip: 10001

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC-DE Citizenship USA

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) Text

See Schedule A

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: Elaine Carrera, Legal Assistant

Internal Address: _____

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

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3355

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

2

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:

Elaine Carrera
Signature

April 28, 2016
Date

Elaine Carrera

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) 273-0146, 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 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 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 5293/0850; 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

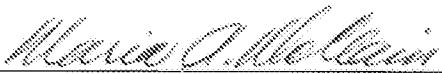
modified in any respect by this Release. The Grantor shall continue to be a Guarantor under the Security Agreement and the Trademark Security Agreement.

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

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