

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388061

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900366452

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PNC BANK		02/10/2012	National Banking Association:

RECEIVING PARTY DATA

Name:	IP HOLDINGS, INC.
Street Address:	3385 ROY ORR BLVD.
Internal Address:	SUITE B
City:	GRAND PRAIRIE
State/Country:	TEXAS
Postal Code:	75050
Entity Type:	Corporation: TEXAS

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	3447381	AMERICAN HUNTER
Registration Number:	3527326	AMERICAN HUNTER
Registration Number:	2491811	ARTIST'S PALETTE
Registration Number:	3139624	ATOM
Registration Number:	2900310	BOOK OWL
Registration Number:	2582104	CYCLOPS
Registration Number:	3152579	CYCLOPS
Registration Number:	3914596	DRONE
Registration Number:	3550617	EPIC
Registration Number:	3527328	FEEDERMAX
Registration Number:	2996129	GAME STALKER
Registration Number:	2839580	GET OUT OF THE DARK
Registration Number:	3709543	HEAR LIKE YOU'VE NEVER HEARD BEFORE
Registration Number:	2706917	HELIOS
Registration Number:	3118675	KNOCK OUT
Registration Number:	2883807	ONE INK
Registration Number:	3485828	PATROLLER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2878356	PHOENIX
Registration Number:	3423833	PROWLER
Registration Number:	3840171	R3
Registration Number:	3840173	R3 REFRESH · REUSE · RECYCLE
Registration Number:	3128591	SIGHT-RITE
Registration Number:	3333076	STEALTH CAM
Registration Number:	3753587	STEALTH CAM
Registration Number:	3101116	THOR
Registration Number:	3630504	WALKER'S
Registration Number:	3169214	WILDVIEW
Registration Number:	3177564	WILDVIEW

CORRESPONDENCE DATA

Fax Number: 7132266314

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.

Phone: 7132266714

Email: patmail@porterhedges.com

Correspondent Name: Derek V. Forinash

Address Line 1: 1000 Main St., 36th Floor

Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	008460-0022
NAME OF SUBMITTER:	Derek V. Forinash
SIGNATURE:	/Derek V. Forinash/
DATE SIGNED:	06/15/2016

Total Attachments: 10

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**PORTER
HEDGES** LLP

Derek V. Forinash
Partner
(713) 226-6714 Phone
(713) 226-6314 Fax
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1000 Main Street, 36th Floor
Houston, Texas 77002-6341
(713) 226-6000 TEL
(713) 228-1331 FAX
porterhedges.com

June 15, 2016

008460-0022

Assignment Records Branch
Public Records Division
U.S. Patent and Trademark Office

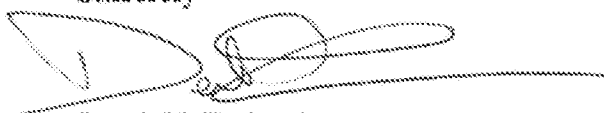
Re: Release of Lien for Marks owned by IP Holdings, Inc.

Dear Sir or Madam:

Security interests in certain Marks owned by IP Holdings, Inc. were pledged to PNC Bank, N.A. as part of a Revolving Credit and Security Agreement dated November 25, 2009. Good Sportsman Marketing, L.L.C. shares common ownership with IP Holdings, Inc. and acted as the Administrative Borrower under the Agreement and IP Holdings, Inc. was an "Obligor."

The attached payoff letter dated February 20, 2012 indicates that the loan obligations were paid and the security interests were terminated. The payoff letter confirms IP Holdings, Inc. was an Obligor on page 3 and the termination of the security interests is set forth on page 2. The May 30, 2016 letter provides further confirmation that the obligations under the Security Agreement were met.

Sincerely



Derek V. Forinash
Partner

DVF:



3385 Roy Orr Blvd, Suite B
Grand Prairie, TX 75050
Phone: (469) 586-0451
Fax: (469) 586-0463

May 30, 2016

Michael T. Larkin, Partner
Porter Hedges LLP
1000 Main Street, 36th Fl.
Houston, TX 77002

RE: IP Assignments for Security Agreement Recorded at Reel/Frame 26468-563

Mr. Larkin,

I am writing to confirm that any and all obligations related to the Security Agreement listed above were met in full on February 10, 2012 when Good Sportsman Marketing, LLC paid its debt in full to PNC Bank per the attached Letter Agreement also dated February 10, 2012. As such, as per page 2 of the Letter Agreement, all intellectual property security interests and liens made in connection with the Security Agreement terminated as of February 10, 2012.

Sincerely,

A handwritten signature in black ink, appearing to read "E. Castro", is written over a horizontal line.

Edward Castro, President COO
Good Sportsman Marketing, LLC
3385 Roy Orr Blvd, Suite B
Grand Prairie, TX 75050

Attachment: Letter Agreement Dated February 10, 2012

February 10, 2012

Good Sportsman Marketing, L.L.C.
as Administrative Borrower
3385 Roy Orr Boulevard
Grand Prairie, Texas 75050
Attn: Eddie Castro, Vice President

Wells Fargo Bank, N.A.
Carlsbad/Desert RCBO
5901 Priestly Drive, Suite 306
Carlsbad, CA 92008

Re: Payoff of loans under that certain Revolving Credit and Security Agreement, dated as of November 25, 2009, among PNC Bank, National Association as Agent ("Agent"); the lenders party thereto ("Lenders"); and Good Sportsman Marketing, L.L.C., Cami Kids, L.L.C., Clean Gun, LLC, Cyclops Solutions, L.L.C., Dependable Energy, LLC, Feeder Max, L.L.C., IMS-INTERACTIVE MEDIA SALBS, L.L.C., Sighting System Instruments, L.L.C., STEALTH CAM, L.L.C., Wind River Enterprises, L.L.C., and TKS, L.L.C. (each a "Borrower" and, collectively, "Borrowers") (as amended, the "Credit Agreement"); capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Credit Agreement

Ladies and Gentlemen:

Borrowers have informed Agent that they desire to repay in full the indebtedness evidenced by the Credit Agreement from the proceeds of a loan to Borrowers from Wells Fargo Bank, N.A. ("Wells Fargo") and to terminate the Credit Agreement. To induce Agent to terminate its security interest in the collateral pledged to Agent under the Credit Agreement or in connection therewith in the manner set forth herein, Wells Fargo agrees to pay Agent, on behalf and for the account of Borrowers, the Payoff Amount. As of February 10, 2012, the Payoff Amount is [REDACTED] for each day thereafter until the Payoff Amount (as adjusted for such *per diem*) is paid. The Payoff Amount shall be paid by wire transfer in accordance with the following instructions:

Bank: PNC Bank, N.A.
Acct. Name: PNC Business Credit
[REDACTED]
[REDACTED]
Attention: Pat Loprete
Reference: Good Sportsman Marketing

DA-3228631 v2 1287254-00018

TRADEMARK
REEL: 005810 FRAME: 0473

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as Administrative Borrower
Wells Fargo Bank, N.A.
February 10, 2012
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If the Payoff Amount is not received by Agent prior to 12:00 p.m. (noon), Dallas, Texas, time, on a day, it shall be deemed to have been received on the next Business Day and shall be increased by the *par dem* for each day that elapses until the next Business Day.

Upon the receipt of the Payoff Amount as aforesaid and receipt of this letter agreement, fully executed by all parties hereto (the "Payoff Date"), (i) all indebtedness and liabilities of Borrowers to Agent and Lenders will be discharged in full, *provided*, that nothing contained herein shall affect, alter, impair, or release any Borrower from (I) any indemnity obligations or other obligations that by their terms survive repayment of the indebtedness and liabilities owing to Agent or any Lender, (II) any Borrower's obligations hereunder, or (III) any Borrower's obligations to any Lender under deposit account agreements or other treasury management agreements; (b) all security interests and liens upon any of the assets of Borrowers and any other Obligors in favor of Agent shall terminate; (c) Wells Fargo will be authorized to terminate the UCC-1 financing statements naming Agent as secured party and any Borrower as debtor; (d) each of David Schnell as trustee of The Schnell Trust of 2001 (the "Trust"), IP Holdings, Inc. ("IP Holdings"), and KJWS, L.L.C. ("KJWS") will be authorized to terminate the UCC-1 financing statements naming Agent as secured party and such Person as debtor; and (e) Agent will release its block on Borrowers' deposit accounts and lockboxes. Agent also agrees to execute and deliver, at the cost and expense of Borrowers, (1) the original membership certificates respecting pledged membership interests and (2) such other and further documents and agreements as may be reasonably requested by Administrative Borrower in order to effect and evidence more fully the termination and release of the security interests and liens of Agent provided for herein.

Borrowers hereby confirm that the commitment of Lenders, if any, to make loans or other extensions of credit under the Credit Agreement, is terminated effective upon receipt by Agent of the Payoff Amount.

To the extent Agent receives payments by mail from any Borrower's customers on such Borrower's accounts receivable after the satisfaction of the conditions set forth in the previous paragraph, Agent agrees to forward in kind, or to direct the lockbox to forward, as appropriate, at Borrowers' expense, such payments to Administrative Borrower for a period of forty-five (45) days after the Payoff Date to the following address:

Good Sportsman Marketing, LLC
PO Box 535189
Grand Prairie, TX 75053

Since there exists the possibility of checks or other remittances being returned to Agent unpaid which were given to Agent in payment of loan obligations by Borrowers, Borrowers agree, jointly and severally, to indemnify Agent immediately upon request by Agent, for any losses it incurs in connection with such unpaid checks or other remittances and payments

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REEL: 005810 FRAME: 0474

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as Administrative Borrower
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received by Agent. In addition, Wells Fargo agrees to pay to Agent all such amounts that become due to Agent as a result of remittances received by Agent for the account of any Borrower being returned to Agent unpaid for any reason within the period of ninety (90) days after the date of Agent's receipt of the Payoff Amount with respect to items that were included in determining the Payoff Amount.

In consideration of the agreements contained herein, each of each Borrower, David Schnell as trustee of the Trust, Tim Schnell, IP Holdings, and KWJS (each an "Obligor"), on behalf of itself or himself and each of its or his successors, assigns, heirs, and personal representatives (including, without limitation, any receiver or trustee) hereby forever waives, releases, renounces, discharges, and acquits Agent, Lenders, and their respective affiliates, representatives, successors, assigns, shareholders, partners, officers, directors, agents, employees, and attorneys (collectively, the "Released Persons") from any and all claims, demands, debts, liabilities, actions, and causes of action of every kind and character, known or unknown, including, without limitation, any such claims, demands, debts, liabilities, actions, and causes of action (whether at law or in equity) which any such Person ever had, now has or might hereafter have against any of the Released Persons which relates, directly or indirectly, to, or arises out of any of the Credit Agreement or any other documents executed in connection therewith (including, without limitation, this letter agreement), or to any acts or omissions of any of the Released Persons or the Obligations, including, without limitation, those arising out of or related to any claim of breach of contract, fraud, lender liability or misconduct, control, exercise of rights and remedies, breach of fiduciary duty, usury, unfair bargaining position, unconscionability, violation of law, negligence, error or omission on account of calculations, misappropriation of funds, tortious conduct, or willful misconduct. As to each and every claim released hereunder, each Obligor hereby represents that each has received the advice of legal counsel with regard to the releases contained herein. This release will survive the termination of the Credit Agreement and the other Loan Documents and the payment in full of the Obligations.

Each Obligor hereby represents and warrants that it or he has not voluntarily, by operation of law, or otherwise, assigned or in any other way conveyed, transferred, or encumbered, either directly or indirectly, in whole or in part, any right to or interest in any of the claims released pursuant to this letter agreement or any other rights covered by this letter agreement.

Agent enters into this letter agreement under the express assumption that Wells Fargo has conducted an independent and thorough investigation of the creditworthiness of each Borrower and the genuineness or quality of each Borrower's accounts receivable, inventory and/or any other collateral of any Borrower upon which Wells Fargo may be relying.

Agent makes no representations, warranties, agreements and statements concerning any Borrower, its business, financial condition, creditworthiness, prospects, the nature of the relationship between any Borrower and its customers, the accuracy, genuineness or quality of any

Good Sportsman Marketing, L.L.C.,
as Administrative Borrower
Wells Fargo Bank, N.A.
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Borrower's accounts receivable or inventory or the financial condition of any Borrower's customers.


This letter agreement may not be modified or amended unless evidenced in a writing and signed by all parties hereto. This letter agreement shall be governed by the laws of the State of Texas.

This letter agreement may be executed in any number of counterparts and by different parties on separate counterparts each of which, when executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of this letter agreement by telefacsimile or electronic transmission shall be equally as effective as delivery of an executed hard copy of the same. Any party delivering an executed counterpart of this letter agreement by telefacsimile or electronic transmission shall also deliver an executed hard copy of the same, but the failure by such party to deliver an executed hard copy shall not affect the validity, enforceability, and binding effect of this letter agreement.

Please sign and return the enclosed copy of this letter as evidence of your agreement to the terms hereof.

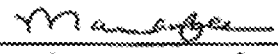
Sincerely,

PNC BANK, NATIONAL ASSOCIATION,
as Agent and Lender

By: 
Name: Robert Ross
Title: VP

Agreed to and accepted as of February 10, 2012

WELLS FARGO BANK, N.A.


By: 
Name: MARCUS A. D. FIELD
Title: Vice President

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TRADEMARK
REEL: 005810 FRAME: 0476

Good Sportsman Marketing, L.L.C.,
as Administrative Borrower
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GOOD SPORTSMAN MARKETING, L.L.C.

By: 
Name: Edward Castro
Title: COO CFO


CARAH KIDS, L.L.C.

By: 
Name: Edward Castro
Title: COO CFO


CLEAN GUN, L.L.C.

By: 
Name: Edward Castro
Title: COO CFO

CYCLOPS SOLUTIONS, L.L.C.

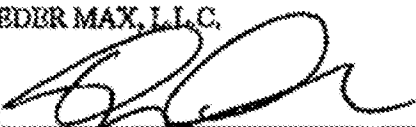
By: 
Name: Edward Castro
Title: COO CFO

DEPENDABLE ENERGY, L.L.C.


By: 
Name: Edward Castro
Title: COO CFO

Good Sportsman Marketing, L.L.C.,
as Administrative Borrower
Wells Fargo Bank, N.A.
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FEEDER MAX, L.L.C.

By: 
Name: Edward Castro
Title: COO CEO


IMS-INTERACTIVE MEDIA SALES, L.L.C.

By: 
Name: Edward Castro
Title: COO CEO

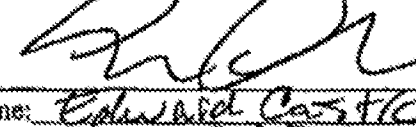
SIGHTING SYSTEM INSTRUMENTS, L.L.C.

By: 
Name: Edward Castro
Title: COO CEO


STRAITH CAM, L.L.C.

By: 
Name: Edward Castro
Title: COO CEO

WIND RIVER ENTERPRISES, L.L.C.


By: 
Name: Edward Castro
Title: COO CEO

Good Sportsman Marketing, L.L.C.,
as Administrative Borrower
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TKS, L.L.C.
By: 
Name: Edward de Castro
Title: CEO

KJWS, L.L.C.
By: _____
Name: _____
Title: _____


IP HOLDINGS, INC.
By: _____
Name: _____
Title: _____

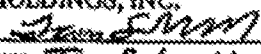

David Schnell, trustee of The Schnell Trust of 2001, a trust established under that certain Trust Agreement, dated May 14, 2001, between David E. Schnell and Paye L. Schnell as grantors and David E. Schnell as trustee

Tim Schnell

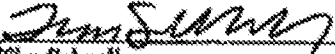
Good Sportsman Marketing, L.L.C.,
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February 13, 2012
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TKS, L.L.C.
By: _____
Name: _____
Title: _____

KJWS, L.L.C.
By: 
Name: Kimberly J. Schnell
Title: manager

IP HOLDINGS, INC.
By: 
Name: Tim Schnell
Title: manager

David Schnell, trustee of The Schnell Trust of
2001, a trust established under that certain
Trust Agreement, dated May 14, 2001,
between David B. Schnell and Faye L. Schnell
as grantors and David B. Schnell as trustee


Tim Schnell

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