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ETAS ID: TM396332

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

on v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
Bank of America, N.A.		08/18/2016	Corporation:	

RECEIVING PARTY DATA

Name:	Pineapple Trademarks Pty Ltd		
Street Address:	1 Billabong Place		
City:	Burleigh Heads, QLD		
State/Country:	AUSTRALIA		
Postal Code:	4220		
Entity Type:	Proprietary Limited Company: AUSTRALIA		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1702551	NALU
Registration Number:	1839997	NALU

CORRESPONDENCE DATA

Fax Number: 2149813400

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: 2149813481

Email: mdodd@sidley.com

Correspondent Name: Mark A. Dodd
Address Line 1: 2001 Ross Avenue

Address Line 2: Suite 3600

Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER: Mark A. Dodd
SIGNATURE: /Mark A. Dodd/
DATE SIGNED: 08/25/2016

Total Attachments: 4

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TRADEMARK
REEL: 005863 FRAME: 0787

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Termination and Release"), dated as of August 18, 2016, is made by Bank of America, N.A. ("BofA") as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, reference is made to that certain Loan Agreement dated as of July 12, 2016 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among the Borrowers, Parent, the Lenders, and the Issuing Banks from time to time party thereto and BofA as Agent;

WHEREAS, pursuant to the Guaranty and Security Agreement dated as of July 12, 2016 (the "Guaranty and Security Agreement"), a lien on and security interest was granted by Pineapple Trademarks Pty Ltd, (the "Grantor") to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined); and for the purpose of recording such security interest with respect to the Trademark Collateral with the United States Patent and Trademark Office and intellectual property registries in other relevant jurisdictions, the Grantor and certain other "Grantors" (as defined therein) entered into that certain Trademark Security Agreement, dated as of July 12, 2016 (the "Trademark Security Agreement") in favor of the Agent;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on July 28, 2016, at Reel 5841, Frame 0864;

WHEREAS, the Grantor desires that the Agent terminate and release the entirety of its security interest in all of the Trademark Collateral listed on <u>Schedule 1</u> hereto; and

WHEREAS, the Agent has agreed to acknowledge and agree to such termination and release to facilitate the recordation of such termination and release with respect to the Trademark Collateral at the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby agrees as follows:

- 1. <u>Definitions</u>. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature in, to and under all "Trademark Collateral" as such term is defined in the Trademark Security Agreement, including all of the Grantors' right, title and interest of every kind and nature in, to and under those Trademarks listed on <u>Schedule 1</u> hereto.
- 2. <u>Release of Security Interest</u>. The Agent hereby terminates, releases and discharges any and all security interest in the Trademark Collateral listed on Schedule 1 hereto,

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and any right, title or interest of the Agent in such Trademark Collateral listed on <u>Schedule 1</u> hereto shall hereby cease and become void.

3. <u>Recordation</u>. The Agent authorizes the United States Commissioner for Trademarks or any other applicable government officer to record this Termination and Release.

[Signature page follows]

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Trademark Rights by its duly authorized officer as of the date first above written.

BANK OF AMERICA, N.A.,

Name: Carlos Gil

Title: Senior Vice President

TRADEMARK REEL: 005863 FRAME: 0790

Schedule 1

TRADEMARKS

	App / Reg.				
Country	No.	Mark	Class	Status	App Date
United States	1702551	NALU	25	Registered	24/08/1990
United States	1839997	NALU & BUFFALO Design	25	Registered	30/09/1992

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RECORDED: 08/25/2016

TRADEMARK REEL: 005863 FRAME: 0791