

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436709

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First Merchants Bank		07/25/2017	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	Escape Campervans, Inc.		
Street Address:	101 West Ohio Street		
Internal Address:	Suite 1350		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4931590	ESCAPE CAMPERVANS	
Serial Number:	87271039	ESCAPE CAMPERVANS	
CORRESPONDENCE DATA			
Fax Number:	3176361507		
<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>			
Phone:	3172386304		
Email:	rgoode@kdlegal.com		
Correspondent Name:	Robert J. Goode		
Address Line 1:	One Indiana Square		
Address Line 2:	Suite 2800		
Address Line 4:	Indianapolis, INDIANA 46204		
NAME OF SUBMITTER:	Robert J. Goode		
SIGNATURE:	/Robert J. Goode/		
DATE SIGNED:	07/26/2017		
Total Attachments: 4			
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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (“Release”) is made and effective as of July 25, 2017, and granted by FIRST MERCHANTS BANK, an Indiana banking institution (“Bank”), in favor of ESCAPE CAMPERVANS, INC., a Delaware corporation (the “Debtor”) and its successors, assigns, and legal representatives.

WHEREAS, pursuant to that certain Credit Agreement dated effective as of September 16, 2016 (as the same has been amended from time to time the “Credit Agreement”) by and between the Debtor and the Bank, the Debtor executed and delivered to the Bank (i) that certain Security Agreement by and between the Debtor and the Bank dated effective as of September 16, 2016, as amended (the “Collateral Agreement”) and (ii) that certain Trademark Security Agreement by the Debtor for the benefit of the Bank dated September 16, 2016 (the “IP Security Agreement” and, collectively, the “Security Agreements”);

WHEREAS, pursuant to the Security Agreements, the Debtor pledged and granted to the Bank a security interest in and to all of the right, title, and interest of such Debtor in, to, and under the IP Collateral (as defined below);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office at Reel 5880 Frame 0442 on September 20, 2016; and

WHEREAS, the Debtor has requested that the Bank enter into this Release in order to effectuate, evidence, and record the release and reassignment to the Debtor of any and all right, title and interest the Bank may have in the IP Collateral pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank hereby states as follows:

1. Release of Security Interest. Bank, on behalf of itself and its successors, legal representatives, and assigns, hereby terminates the IP Security Agreement and terminates, releases, and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title, and interest of the Debtor, and reassigns to the Debtor any and all right, title, and interest that it may have, in, to and under the following (collectively, the “IP Collateral”):

(a) any and all patents, patent applications and other patent rights and any other governmental authority-issued indicia of invention ownership, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the “Patents”);

(b) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule I hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (“**Trademarks**”);

(c) any and all copyrights, copyright applications and registrations, and like protections in each work of authorship, whether registered or unregistered and whether published or unpublished, and all extensions and renewals thereof (“**Copyrights**”);

(d) all rights of any kind whatsoever of such Debtor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all license and other agreements in which such Debtor has granted or is granted a license or other right under any Patent, Trademark or Copyright;

(f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. Bank agrees, at the Debtor’s expense, to take all further actions, and provide to the Debtor and its successors, assigns, and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Debtor and its successors, assigns, and legal representatives may reasonably request in order to confirm, effectuate, or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Indiana, without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Bank has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

FIRST MERCHANTS BANK

By: 
James E. Torkelson, Senior Vice President


Address for Notices:

10333 North Meridian Street, Suite 350,
Indianapolis, Indiana 46290

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SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

OWNER	MARK	REGISTRATION #/ SERIAL #
Escape Campervans, Inc.		4931590
Escape Campervans, Inc.	ESCAPE CAMPERVANS	87271039