

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617757

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.		12/31/2020	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Easton Diamond Sports, LLC
Street Address:	3500 Willow Avenue
City:	Thousand Oaks
State/Country:	CALIFORNIA
Postal Code:	91362
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	2304725	
Registration Number:	5086488	BOMB SQUAD
Registration Number:	3150071	CNT
Registration Number:	2851390	COMBAT
Registration Number:	3382982	E
Registration Number:	4078270	E
Registration Number:	4078266	E EASTON
Registration Number:	1839436	EASTON E
Registration Number:	1066825	EASTON
Registration Number:	3382983	EASTON
Registration Number:	2649179	EASTON
Registration Number:	5151819	HIT LAB
Registration Number:	1233764	INCREDIBALL
Registration Number:	5232844	LOCK & LOAD
Registration Number:	5105919	M FIT
Registration Number:	4335436	MAKO
Registration Number:	4842795	MAXUM
Registration Number:	4105561	OMEN
Registration Number:	4183427	POWER BRIGADE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2132613	REDLINE
Registration Number:	2017386	REFLEX
Registration Number:	4212528	RIVAL
Registration Number:	5763703	SQUARE IT UP
Registration Number:	3908080	SURGE
Registration Number:	2188076	THE LUMBER COMPANY
Registration Number:	4668237	TORQ
Registration Number:	4942704	VIGOR
Registration Number:	4847704	WALK-OFF
Registration Number:	5223326	Z-CORE
Registration Number:	2753293	ZERO SHOCK
Serial Number:	86889111	STEALTH
Registration Number:	2649178	E

CORRESPONDENCE DATA

Fax Number:

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: 4155911000

Email: TrademarksCH@winston.com

Correspondent Name: Laura M. Franco, Winston & Strawn LLP

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111-5840

NAME OF SUBMITTER:	Laura M. Franco
SIGNATURE:	/Laura M. Franco/
DATE SIGNED:	12/31/2020

Total Attachments: 7

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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("**Release**") is made and effective as of December 31, 2020 and granted by Bank of America, N.A. , a U.S. National Banking Association , as collateral agent (the "**Collateral Agent**") for the secured parties under the Loan Agreement referred to below (the "**Secured Parties**"), in favor of Easton Diamond Sports, LLC, a Delaware limited liability company (the "**Grantor**") and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Amended and Restated ABL Credit Agreement dated as of November 7, 2019 (the "**Loan Agreement**") among Peak Holdings, LP, as Holdings ("**Holdings**"), Bauer Hockey Ltd., as Lead Canadian Borrower, BCE Acquisition US, Inc., as Lead U.S. Borrower (the "**Lead US Borrower**"), certain additional subsidiaries of Holdings from time to time party thereto as Borrowers (including, without limitation, the Grantor), Bank of America, N.A., as Administrative Agent and Collateral Agent, and the lenders from time to time party thereto, the Grantor executed and delivered to the Collateral Agent (i) that certain Amended and Restated ABL U.S. Security Agreement by and among the Lead US Borrower and certain of its subsidiaries (including, without limitation, the Grantor) and the Collateral Agent dated as of November 7, 2019 (the "**Master Security Agreement**"),(ii) that certain Notice of Grant of Security Interest in Trademarks by and between the Grantor and the Collateral Agent dated as of February 27, 2017 (the "**Easton 2017 Trademark Security Agreement**", (iii) that certain Notice of Grant in Security Interest in Trademarks by and among, *inter alia*, the Grantor and the Collateral Agent dated as of February 27, 2017 (the "**Bauer 2017 Trademark Security Agreement**"), and (iv) that certain Notice of Grant in Security Interest in Trademarks by and between the Grantor and the Collateral Agent dated as of November 7, 2019 (the "**2019 Trademark Security Agreement**" and, together with the Easton 2017 Trademark Security Agreement and the Bauer 2017 Trademark Security Agreement, the "**Trademark Security Agreements**"), and together with the Master Security Agreement, the "**Security Agreements**");

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under, among other things, the Trademark Collateral owned by the Grantor (as defined in each Trademark Security Agreement), including but not limited to those described on Schedule A (collectively, the "**Trademark Collateral**");

WHEREAS, the Easton 2017 Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 005997, Frame 0870;

WHEREAS, the Easton 2017 Trademark Security Agreement was recorded with the Canadian Intellectual Property Office; and

WHEREAS, the Grantor has requested that the Collateral Agent enter into this Release in order to effectuate, evidence and record the termination, release and reassignment to the Grantor of any and all right, title and interest the Collateral Agent and the Secured Parties may have in the Trademark Collateral pursuant to the Security Agreements.

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

1. Release of Security Interest. Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in the Trademark Collateral, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the Trademark Collateral, including without limitation:

(a) All common law rights associated with the Trademark Collateral, together with the goodwill associated therewith and symbolized thereby, all other assets, rights and interests that uniquely reflect or embody such good will, and all renewals and extensions thereof;

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

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

(d) any and all claims and causes of action, with respect to 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, and all other Proceeds (as such term is defined in the Master Security Agreement).

2. Authorization to Record. Collateral Agent authorizes and requests that the United States Patent and Trademark Office and the Canadian Intellectual Property Office and any applicable government officer records this Release.

3. Further Assurances. Collateral Agent agrees, at the Grantor's sole cost and expense, to take all further actions, and provide to the Grantor 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 Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

4. Limited Release. Notwithstanding anything to the contrary herein or otherwise, this Release is limited solely and only to the Trademark Collateral and to no other Collateral (as defined in the Loan Agreement). The provisions of the Master Security Agreements shall, except as modified by this Release, continue in full force and effect.

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

BANK OF AMERICA, NA

as Collateral Agent

By:


Name: Gregory Kress

Title: Senior Vice President

[Signature Page to Release of Trademark Security Interest]

TRADEMARK
REEL: 007152 FRAME: 0515

Schedule A

Released Trademark Collateral

UNITED STATES

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Baseball Diamond with Ball Design	2,304,725	28-Dec-1999
BOMB SQUAD	5,086,488	22-Nov-2016
CNT	3,150,071	26-Sep-2006
COMBAT	2,851,390	08-Jun-2004
E Diamond Logo	3,382,982	12-Feb-2008
E Design	4,078,270	27-Dec-2011
E Diamond Logo	2,649,178	12-Nov-2002
E EASTON (Stylized & Design)	4,078,266	27-Dec-2011
E EASTON Diamond Design	1,839,436	14-Jun-1994
EASTON	1,066,825	31-May-1977
EASTON	3,382,983	12-Feb-2008
EASTON	2,649,179	12-Nov-2002
HIT LAB	5,151,819	28-Feb-2017
INCREDIBALL (Stylized)	1,233,764	05-Apr-1983
LOCK & LOAD	5,232,844	27-Jun-2017
M FIT	5,105,919	20-Dec-2016
MAKO	4,335,436	14-May-2013
MAXUM	4,842,795	27-Oct-2015

OMEN	4,105,561	28-Feb-2012
POWER BRIGADE	4,183,427	31-Jul-2012
REDLINE	2,132,613	27-Jan-1998
REFLEX	2,017,386	19-Nov-1996
RIVAL	4,212,528	25-Sep-2012
SQUARE IT UP	5,763,703	28-May-2019
SURGE	3,908,080	18-Jan-2011
THE LUMBER COMPANY	2,188,076	08-Sep-1998
TORQ	4,668,237	06-Jan-2015
VIGOR	4,942,704	19-Apr-2016
WALK-OFF	4,847,704	03-Nov-2015
Z-CORE	5,223,326	13-Jun-2017
ZERO SHOCK	2,753,293	19-Aug-2003

<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>
STEALTH	86-889,111	27-Jan-2016

CANADA

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
BOMB SQUAD	TMA997551	28-May-2018
COMBAT	TMA672752	15-Sep-2006
E Design	TMA883269	01-Aug-2014
E Diamond Logo	TMA727091	28-Oct-2008
E Diamond Logo	TMA417277	24-Sep-1993
E EASTON and Design	TMA883268	01-Aug-2014
E EASTON Diamond Design	TMA482031	04-Sep-1997
E EASTON Diamond Design	TMA450612	24-Nov-1995
EASTON	TMA727135	28-Oct-2008
EASTON	TMA303597	07-Jun-1985
MAKO	TMA940486	09-Jun-2016
MAKO (Stylized)	TMA940109	07-Jun-2016
MAXUM	TMA922276	03-Dec-2015
REFLEX	TMA780794	26-Oct-2010
REFLEX	TMA735977	09-Mar-2009
STEALTH	TMA980162	07-Sep-2017
THE LUMBER COMPANY	TMA681342	07-Feb-2007
VIGOR	TMA925815	13-Jan-2016
WALK-OFF	TMA924310	23-Dec-2015

<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>
EXALT	1725847	28-Apr-2015
INCREDICORE	1726492	01-May-2015
TRACT	1704428	25-Nov-2014