

05-04-2001



# CORDINATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101701985

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

West Marine IHC II, Inc.

- Individual(s)
- General Partnership
- Corporation-State of California
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 27, 2000

2. Name and address of receiving party(ies)

Name: West Marine IHC I, Inc.

Internal Address:

Street Address: 500 Westridge Drive

City: Watsonville State: CA ZIP: 95076

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State California
- Other

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)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or Registration number(s)

A. Trademark Application No.(s)

75/934,525	76/049,769
76/049,768	76/049,767
76/049,811	76/049,771
	76/049,770

B. Trademark Registration No.(s)

1,275,900	1,584,599
1,901,735	1,584,236
1,903,231	1,581,444
	1,584,237

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mark I. Feldman

Internal Address: Piper Marbury Rudnick & Wolfe

Street Address: 203 North LaSalle Street

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$365

- Enclosed
- Any additional fees are authorized to be charged to deposit account

8. Deposit account number:

18-2284

(Attach duplicate copy of this page if paying by deposit account)

RECEIVED  
 2001 MAY -4 PM 12:43  
 ASSIGNMENT SERVICES DIVISION

05/04/2001 DBYRNE 00000157 75934525

DO NOT USE THIS SPACE

01 FC:481	40.00 OP
02 EC:482	325.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mark I. Feldman

Name of Person Signing

Signature

5-1-01

Date

Total number of pages including cover sheet, assignment, and registration: 4

TRADEMARK

REEL: 002286 FRAME: 0394

## ASSIGNMENT AND CONVEYANCE AGREEMENT

**WHEREAS**, WEST MARINE IHC II, INC., a California corporation (“Assignor”), is the owner of all rights, title and interests in and to the U.S. Trademarks and Service Marks and common law marks, including but not limited to those set forth on Exhibit “A” attached hereto (the “Marks”), either directly or acquired by assignment pursuant to that certain Assignment and Conveyance Agreement effective August 13, 1997 between West Marine Products, Inc. (“WMP”), as assignor, and Assignor, as assignee;

**WHEREAS**, Assignor desires to transfer and assign to WEST MARINE IHC I, INC., a California corporation (“Assignee”), all of Assignor’s rights, title and interests in and to the Marks and all stationery, business cards, shipping documents and other specimens of trademark and service mark usage (Tangible Media);

**WHEREAS**, Assignor and Assignee agree that the Tangible Media has a value of one thousand dollars (\$1,000); and

**WHEREAS**, Assignor and Assignee agree that Assignee will assume all of Assignor’s rights, duties, and liabilities in connection with the Marks and Tangible Media (including those, if any, arising under that certain License Agreement effective as of August 13, 1997 between WMP and Assignor and that certain Assignment and Assumption Agreement effective as of August 13, 1999 between Assignee and West Marine LBC, Inc. (“WMLBC”), each of which is being assigned to and assumed by Assignee contemporaneously herewith).

**NOW, THEREFORE**, in consideration of Assignee’s assumption of all of Assignor’s rights, duties, and liabilities in the Marks and Tangible Media, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, effective as of December 27, 2000, Assignor does hereby transfer and assign to said Assignee all of Assignor’s rights, title and interests in, to and under said Marks, including the goodwill of the business symbolized by the Marks, and the Tangible Media, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and transfer had not been made.

**IN WITNESS WHEREOF**, the parties hereto have executed this Assignment and Conveyance Agreement as of this 27<sup>th</sup> day of December, 2000.

**ASSIGNOR:**

**WEST MARINE IHC II, INC.:**

A California corporation

By: Russell Solt

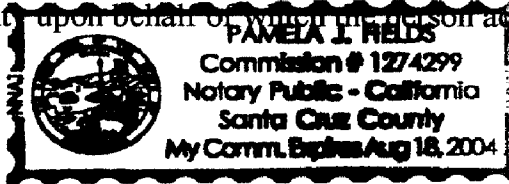
Its: Chief Financial Officer

State of California )  
 ) ss.  
County of Santa Cruz )

On this 6<sup>th</sup> day of February before me, Pamela J. Fields, notary public, personally appeared Russell Solt personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Pamela J. Fields  
Signature of Notary Public



Place Notary Seal Above

**ASSIGNEE:**

**WEST MARINE IHC I, INC.:**

A California corporation

By: Russell Solt

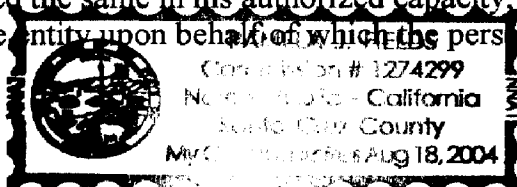
Its: Chief Financial Officer

State of California )  
 ) ss.  
County of Santa Cruz )

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WITNESS my hand and official seal.

Pamela J. Fields  
Signature of Notary Public



Place Notary Seal Above

**EXHIBIT "A"**

<b><u>COUNTRY</u></b>	<b><u>MARK</u></b>	<b><u>REG./APP. NO.</u></b>	<b><u>REG./APP. DATE</u></b>
USA	Sea Line and Design	1275900	May 1, 1984
USA	We Make Boating More Fun!	1901735	June 27, 1995
USA	We Make Boating More Fun!	1903231	July 4, 1995
USA	West Marine (Stylized)	1584599	February 27, 1990
USA	West Marine (Stylized)	1584236	February 27, 1990
USA	West Marine and Design	1581444	February 6, 1990
USA	West Marine and Design	1584237	February 27, 1990
USA	Port Supply	75/934,525	March 2, 2000
USA	The West Advisor	76/049,768	May 16, 2000
USA	West Marine Direct	76/049,811	May 16, 2000
USA	The World's Favorite Boating Supply Source	76/049,769	May 16, 2000
USA	The West Advantage	76/049,767	May 16, 2000
USA	America's Favorite Boating Supply Source	76/049,771	May 16, 2000
USA	The West Advantage Program	76/049,770	May 16, 2000