

08-13-2007



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To the Director of the U. S. Patent and Trademark Office, or to the address(es) indicated on the documents or the new address(es) below.

8-10-07

**1. Name of conveying party(ies):**

AGGRESSOR FLEET, LIMITED

- Individual(s)
- General Partnership
- Corporation- State: Louisiana
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) July 10, 2007

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

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: WAYNEWORKS MARINE, LLC

Internal

Address: \_\_\_\_\_

Street Address: 209 Hudson Trace

City: Augusta

State: Georgia

Country: United States of America Zip: 30907

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Ltd. Liability Co. Citizenship Georgia

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Reg. 1583992, Reg. 1615184, and Reg. 1582981

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

Reg. 1583992 - Service Mark (3) design plus words, letters, and/or numbers for Agressor Fleet  
Reg. 1615184 - Service Mark (1) Typed drawing - "The Ultimate in Live-Aboards"  
Reg. 1582981 - Service Mark (1) Typed drawing - "Agressor Fleet"

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

Name: Wayne B. Brown

Internal Address: \_\_\_\_\_

Street Address: 209 Hudson Trace

City: Augusta

State: Georgia Zip: 30907

Phone Number: 706-855-6395 x16

Fax Number: 706-855-6982

Email Address: wayne@theborder.com

**6. Total number of applications and registrations involved:**

3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$120.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**

*Wayne B. Brown*  
Signature

7/23/07  
Date

08/10/2007 DBYRNE 00000082 1583992

01 FC:8521  
02 FC:8522

40.00  
50.00  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
RECORDS  
08/10/2007  
DBYRNE  
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1583992  
CHECK Refund Total

**BILL OF SALE**

**BY: AGGRESSOR FLEET, LIMITED**

**TO: WAYNEWORKS MARINE, LLC**

AGGRESSOR FLEET, LIMITED, a corporation duly incorporated and existing under the laws of the State of Louisiana, whose mailing address is P.O. Box 1170, Amelia, LA 70340; hereafter called "Seller";

Does, by these presents grant, bargain, sell, assign, transfer, set over, and deliver, with limited warranty, except as to clear and unencumbered title, all of its worldwide right, title and interest in and to the trademarks and other intellectual property described in Exhibit "A" hereto (the "Property"), and all rights, privileges and goodwill associated therewith including the right to recover and take all such proceedings as may be necessary for the recovery of damages or otherwise in respect of past, present and future infringement of any of the Property; unto:

WAYNEWORKS MARINE, LLC a limited liability company duly organized and existing under the laws of the State of Georgia, whose present mailing address is 209 Hudson Trace, Augusta, GA 30907; hereafter called "Purchaser";

Who accepts, all and singular and acknowledges that there has been duly delivered to it, the Property;

To have and to hold the above described Property unto the said purchaser, its heirs and assigns, forever.

This sale is made in consideration of the price of ten dollars (\$10.00) and other valuable consideration, which Purchaser has paid to Seller, who acknowledges receipt thereof and grants full acquittance and discharge therefor.

The terms and conditions of that certain Asset Purchase Agreement between Seller and Purchaser dated March 30, 2007 ("Agreement") are fully incorporated herein by reference, including without limitation Section 10.1 of the Agreement. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, SELLER MAKES NO WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE PROPERTY. THE SALE WILL BE "AS IS, WHERE IS," AND "WITH ALL FAULTS," AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. SELLER MAKES NO REPRESENTATIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE USE OF THE PROPERTY WILL NOT INFRINGE ANY TRADENAME, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY.

*[Signature page follows]*

**WITNESSES:**

Alicia M. Moxley

Print Name: Alicia M. Moxley

Lori A. Wils

Print Name: Lori A. Wils

**WITNESSES:**

Roy D. Tritt

Print Name: Roy D. Tritt

Tawny Richardson

Print Name: Tawny Richardson

**SELLER:**

**AGGRESSOR FLEET, LIMITED**  
a Louisiana corporation

By: Glynn A. Haines

Name: Glynn A. Haines

Its: President

**PURCHASER:**

**WAYNEWORKS MARINE, L.L.C.**

By: Wayne Brown

Name: Wayne Brown

Its: Member

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF ST. MARY

On this 2nd day of July 2007, before me personally came and appeared:

**GLYNN A. HAINES**

to me known to me to be the person who signed the foregoing instrument, who being by me duly sworn, did depose and say that

1. He is the President of Aggressor Fleet, Limited (the "Corporation") described in and which executed the foregoing Bill of Sale;
2. He signed his name thereto by authority of the directors of said Corporation, and he acknowledged to me that he executed said instrument as such President of said Corporation; and
3. The same is the free and voluntary act and deed of said Corporation and of himself as such President thereof, for the uses and purposes therein expressed.

*Esther Gilmore*  
NOTARY PUBLIC

Print Name: ESTHER Gilmore  
LA Bar No. 61559

**ACKNOWLEDGMENT**

**STATE OF GEORGIA**

**COUNTY OF** Richmond

On this 10<sup>th</sup> day of July 2007, before me personally came and appeared:

**WAYNE BROWN**

to me known to me to be the person who signed the foregoing instrument, who being by me duly sworn, did depose and say that

1. He is the Authorized Representative of WayneWorks Marine, LLC, the limited liability company (the "Company") described in and which executed the foregoing Bill of Sale;

2. He signed his name thereto by authority of the members of said Company, and he acknowledged to me that he executed said instrument as such Authorized Representative of said Company; and

3. The same is the free and voluntary act and deed of said Company and of himself as such Authorized Representative thereof, for the uses and purposes therein expressed.

  
\_\_\_\_\_  
**NOTARY PUBLIC**

