

08/27/2012

Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04)



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U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

HEET  
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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

8-27-12

1. Name of conveying party(ies):

MCBC HYDRA BOATS, LLC

- Individual(s)
- Partnership
- Corporation- State: LLC - Tennessee
- 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) June 29, 2012

- 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: HYDRA-SPORTS CUSTOM BOATS, LLC

Street Address: 90400 Overseas Highway

City: Tavernier

State: FL

Country: USA Zip: 33070

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship LLC - Florida
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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) \_\_\_\_\_ Text \_\_\_\_\_

\*This recording is to correct the name of Assignee on the previously recorded (8/16/12) Assignment under Reel/Frame 4845/0234.

B. Trademark Registration No.(s) \_\_\_\_\_

1261657, 3115114, 3117931. ASSIGNOR CONFIRMS THE ASSIGNMENT OF THE ENTIRE INTEREST AND GOODWILL.

Additional sheet(s) attached?  Yes  No

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

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

Name: Robert L. Gardana, Esq.

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

Street Address: 12350 SW 132nd Court, # 204

City: Miami

State: FL Zip: \_\_\_\_\_

Phone Number: 33186

Docket Number: \_\_\_\_\_

Email Address: Gardanalaw@gmail.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$90.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

08/27/2012 HTCH11 00000047 1261657 e

Deposit Account Number \_\_\_\_\_ 40.00 0P

Authorized User Name \_\_\_\_\_ 50.00 0P

9. Signature:

Signature

Robert L. Gardana

Name of Person Signing

August 24, 2012

Date

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

4

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

TRADEMARK  
REEL: 004850 FRAME: 0350

## TRADEMARK ASSIGNMENT

This Assignment is made and entered into effective as of June 29, 2012 (the "Effective Date"), by and between MCBC HYDRA BOATS, LLC, a limited liability company organized under the laws of Tennessee with offices at 100 Cherokee Cove Drive, Vonore, Tennessee 37885 ("Assignor") and HYDRA-SPORTS CUSTOM BOATS, LLC, a limited liability company organized under the laws of the State of Florida with offices at 90400 Overseas Highway, Tavernier, Florida 33070 ("Assignee").

### WITNESSETH:

**WHEREAS**, Assignor owns all right, title and interest in and to the trademarks and service marks listed on the attached Schedule, and all related applications and registrations pertaining thereto, including any and all rights, priorities and privileges of Assignor provided under United States, state or foreign law, or multinational law, compact, treaty, protocol convention or organization, with respect to the foregoing, and all goodwill associated therewith (collectively, the "Marks"); and

**WHEREAS**, pursuant to the Asset Purchase Agreement dated June 29, 2012 (the "Purchase Agreement"; capitalized terms used herein without definition have the meanings ascribed to such terms in the Purchase Agreement) by and between Assignor and Assignee, Assignor has agreed to assign to Assignee and Assignee has agreed to accept the assignment of all rights in the Marks.

**NOW THEREFORE**, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor does hereby sell, assign, convey, transfer and deliver to Assignee all right, title and interest in and to: (i) the Marks and all of the goodwill associated therewith; (ii) all income, royalties, damages, and payments now or hereafter due or payable with respect to the Marks; (iii) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for past, present or future infringement thereof; and (iv) all rights corresponding to the foregoing throughout the world, in each case, free and clear of all Encumbrances the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that it would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby authorizes the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all registrations for the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

Assignor will take, or cause to be taken, at Assignee expense, all such other and further action as may reasonably be required by Assignee in order to effect the assignment contemplated hereby.


This Assignment is executed and delivered pursuant to the Purchase Agreement. Nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change or rescind the provisions of the Purchase Agreement, including the warranties, covenants,

agreements, conditions, or in general, any rights, remedies or obligations of Seller or Buyer as set forth in the Purchase Agreement, and in the event of any conflict between the terms and conditions of the Purchase Agreement and the terms and conditions of this Assignment, the Purchase Agreement shall control.

IN WITNESS WHEREOF, the undersigned have executed this Assignment this 29<sup>th</sup> day of June, 2012.

ASSIGNOR:

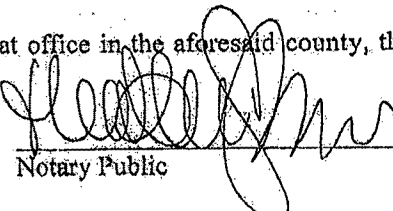
MCBC Hydra Boats, LLC

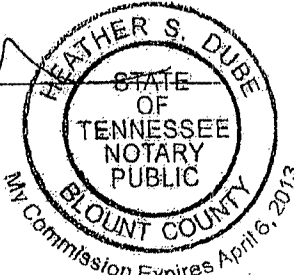
By:   
John R. Dorton  
President & Chief Executive Officer

STATE OF TENNESSEE  
COUNTY OF KNOX

Before me, the undersigned authority, a Notary Public in and for said county and state, personally appeared **John R. Dorton**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the President and Chief Executive Officer of **MCBC HYDRA BOATS, LLC**, the within named bargainer, a Tennessee limited liability company, and that he being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the Company by himself as such officer.

Witness my hand and official seal at office in the aforesaid county, this 29<sup>th</sup> day of JUNE, 2012.

  
Notary Public

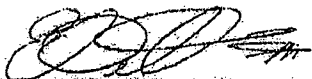


My Commission expires:  
4/6/2013

AGREED TO AND ACKNOWLEDGED BY:

ASSIGNEE:

Hydra-Sports Custom Boats, LLC

By:   
Elias de la Torre, III  
Managing Member

Schedule to Trademark Assignment

Mark	Status	Country	App. Number	App. Date	Reg. Number	Reg. Date	Renewal Date
HYDRA-SPORTS	Registered	Bahamas		6/27/90	14108	6/27/90	
HYDRA-SPORTS	Registered	Canada	0665459	8/29/90	TMA397012	4/10/92	
HYDRA-SPORTS	Registered	Columbia			142894	8/10/93	
HYDRA-SPORTS	Registered	Finland	199002133	4/20/90	119496	6/5/92	
HYDRA-SPORTS	Registered	Guatemala			64795	5/21/91	
HYDRA-SPORTS	Registered	Japan	02056997	5/21/90	2534190	5/31/93	
HYDRA-SPORTS	Registered	Mexico	90766	6/29/90	392888	4/5/91	
HYDRA-SPORTS	Registered	U.S.	73/399868	10/12/82	1261657	12/20/83	12/20/13
HYDRA-SPORTS	Registered	Venezuela			156733	3/18/94	
NO COMPROMISES	Registered	U.S.	78/452538	7/19/04	3115114	7/11/06	7/11/16
VECTOR EXPRESS	Registered	U.S.	78/326790	11/12/03	3117931	7/18/06	7/18/16

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