

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sea Striker International, LLC		10/12/2012	LIMITED LIABILITY COMPANY: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	BRS Sea Striker, LLC
Street Address:	1698 Westbrook Avenue
City:	Burlington
State/Country:	NORTH CAROLINA
Postal Code:	27215
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	3611906	SEA STRIKER
Registration Number:	2330458	SEA STRIKER
Registration Number:	3679673	ARIES
Registration Number:	2113133	BILLFISHER
Registration Number:	2470119	CONTOUR
Registration Number:	3679679	CORVUS
Registration Number:	3810045	GOT-CHA
Registration Number:	0855922	GOT-CHA
Registration Number:	3849697	KROK
Registration Number:	2987084	NUNGESSER TROLLER BAIT CO
Registration Number:	2756725	BEACH RUNNER
Registration Number:	1818037	SEALON
Registration Number:	1815042	SHUR STRIKE

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Registration Number:	2722343	TIDE RUNNER
Registration Number:	3250270	QUIK-SLIDE
Registration Number:	3553846	AERIAL
Registration Number:	3667438	GATORGLASS
Registration Number:	3554086	PLASMA
Registration Number:	3827950	POWER BUTT
Registration Number:	3746634	STAR RODS
Registration Number:	2618486	STELLAR
Registration Number:	2300853	NICKELITE
Serial Number:	85317807	GOT-CHA
Serial Number:	85192917	
Serial Number:	85682687	SEAGIS

CORRESPONDENCE DATA

Fax Number: 9198216800
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 919-821-1220
Email: gcollins@smithlaw.com
Correspondent Name: Grace S. Collins
Address Line 1: 150 Fayetteville Street, Suite 2300
Address Line 4: Raleigh, NORTH CAROLINA 27601

ATTORNEY DOCKET NUMBER:	12230.15
NAME OF SUBMITTER:	Grace S. Collins
Signature:	/s/ Grace S. Collins
Date:	11/01/2012

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Trademark Assignment**”) is made effective as of October 12, 2012, by and between Sea Striker International, LLC, a North Carolina limited liability company (“**Assignor**”) and BRS Sea Striker, LLC, a North Carolina limited liability company (“**Assignee**”). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, of even date herewith (the “**Asset Purchase Agreement**”), providing for, among other things, the purchase by Assignee of the Purchased Assets including, without limitation, the trademarks, service marks and trade names set forth on the attached Schedule A, incorporated herein by reference (collectively, the “**Transferred Marks**”).

WITNESSETH that, for the consideration provided pursuant to the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, and delivers to Assignee all of Assignor’s right, title and interest in, to and under the Transferred Marks.

Assignor hereby sells, conveys, transfers and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title and interest in, to an under the Transferred Marks, together with the goodwill associated therewith and which is symbolized thereby, all rights to bring an action, whether at law or in equity, for infringement, misappropriation, or misuse of the Transferred Marks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States or any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns, from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Trademark Assignment not been made.

Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks to record Assignee as the owner of the Transferred Marks and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future letters, notices and any other communications and documents bearing on the Transferred Marks.

The rights and obligations of the parties will be governed by, and this Trademark Assignment will be interpreted, construed and enforced in accordance with, the laws of the State of North Carolina, excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction.

Each of the parties hereto covenants and agrees to do, execute, acknowledge and deliver, at the reasonable request of the other party hereto, all such further acts, assurances, deeds, assignments, transfers, conveyances and other instruments and papers as may be reasonably required or appropriate to carry out the assignment contemplated by this Trademark Assignment.

Should any part of this Trademark Assignment for any reason be declared invalid by a court of competent jurisdiction, such decision or determination shall not affect the validity of any remaining portion, and such remaining portion shall remain in force and effect as if this Trademark Assignment had been executed with the invalid portion eliminated; provided, that in the event of a declaration of

invalidity, the provision declared invalid shall not be invalidated in its entirety, but rather shall be observed and performed by the parties to the extent such provision is valid and enforceable.

This Trademark Assignment is subject to and limited by the terms and provisions of the Asset Purchase Agreement, and in the event of any conflict between this Trademark Assignment and the Asset Purchase Agreement, the terms, provisions and limitations of the Asset Purchase Agreement shall control. Notwithstanding anything to the contrary in this Trademark Assignment, nothing herein is intended to, nor shall it, enlarge, modify or otherwise alter the representations, warranties, rights, remedies, covenants and obligations of the parties contained in the Asset Purchase Agreement or the survival thereof.

This Trademark Assignment may be signed in any number of counterparts, including by facsimile copies or by electronic scan copies delivered by email, each of which will be deemed an original, and all of which will constitute one and the same instrument. Delivery of an executed counterpart signature page by facsimile or by electronic scan copies delivered by email is as effective as executing and delivering this Trademark Assignment in the presence of the other party to this Trademark Assignment. This Trademark Assignment is effective upon delivery of one executed counterpart from each party to the other party.

This Trademark Assignment may be executed in one or more counterparts, any one of which may be by facsimile or electronically by PDF, and all of which taken together shall constitute one and the same instrument. The exchange of copies of this Trademark Assignment and of executed signature pages by facsimile transmission or electronically by PDF shall constitute effective execution and delivery of such instrument(s) as to the parties and may be used in lieu of the original Trademark Assignment for all such purposes. Signatures of the parties transmitted by facsimile or electronically by PDF shall be deemed to be their original signatures for all purposes. Signatures of the parties transmitted by facsimile, or by email in PDF form, or similar format, shall be deemed to be their original signatures for all purposes. This Trademark Assignment may be amended, modified or supplemented only by a written instrument signed by all parties hereto.

This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[signature pages follow]

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Trademark Assignment as of the date first written above.

ASSIGNOR:

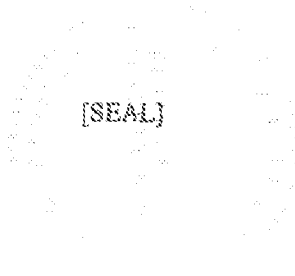
SEA STRIKER INTERNATIONAL, LLC

By: Troy D. Henry Jr.
Name: TROY D. HENRY JR.
Title: MANAGER

STATE OF North Carolina)
)ss.
COUNTY OF Carteret)

On October 2nd, 2012, before me, the undersigned, a Notary Public in and for such State, personally appeared Troy D. Henry, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument.

WITNESS my hand and official seal.



Julie L. Eschew
Notary Public

My Commission expires on: 9/28/14

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Trademark Assignment as of the date first written above.

ASSIGNEE:

BRS SEA STRIKER, LLC

By: Edward R. Small
Name: Edward R. Small
Title: President and Chief Executive Officer

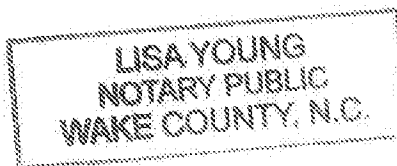
STATE OF NORTH CAROLINA)

)ss.

COUNTY OF WAKE)

On October 12th, 2012, before me, the undersigned, a Notary Public in and for such State, personally appeared Edward R. Small, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument.

WITNESS my hand and official seal.



Lisa Young

[SEAL]

Notary Public

My Commission expires on: 4-20-14

Schedule A

Transferred Marks

<u>Serial Number</u>	<u>Registration Number</u>	<u>Mark</u>	<u>Registration Date</u>
77571834	3611906	Sea Striker	04/28/09
74682461	2330458	Sea Striker	03/21/00
77680050	3679673	Aries®	09/08/09
75035632	2113133	Billfisher®	11/11/97
75559632	2470119	Contour®	07/17/01
77680167	3679679	Corvus®	09/08/09
77860080	3810045	GOT-CHA®	06/29/10
72287465	0855922	GOT-CHA & Design	09/03/68
77901256	3849697	KROK®	09/21/10
76599060	2987084	Nungesser Troller Bait Co.™	08/23/05
76131962	2756725	Beach Runner®	08/26/03
74391429	1818037	Sealon®	01/25/94
74386718	1815042	Shur Strike®	01/04/94
76301825	2722343	Tide Runner®	06/03/03
76663236	3250270	QUIK-SLIDE™	06/12/07
77473958	3553846	Aerial®	12/30/08
77419966	3667438	Gatorglass™	08/11/09
77495995	3554086	PLASMA®	12/30/08
77902152	3827950	POWER BUTT® & design	08/03/10
77773565	3746634	Star Rods®	02/09/10
75559631	2618486	Stellar®	09/10/02
75472260	2300853	Nickelite®	12/14/99

Pending:

<u>Serial Number</u>	<u>Mark</u>	<u>Notes</u>
85317807	GOT-CHA®	New registration being filed to use the GotCha mark on Rods, Reels, Nets, Traps (crab traps)
85192917	Marlin Design	Trademark application for Marlin Design filed 12/8/10
85682687	Seagis	Trademark application for Seagis filed 7/20/12