

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
HOOD SAILMAKERS, INC.			06/27/2013
			CORPORATION: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	RJD Holdings LLC		
Street Address:	50 Adironback Drive		
City:	East Greenwich		
State/Country:	RHODE ISLAND		
Postal Code:	02818		
Entity Type:	LIMITED LIABILITY COMPANY: RHODE ISLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0994973	HOOD	
Registration Number:	0967391	HOOD	
CORRESPONDENCE DATA			
Fax Number:	877-769-79		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-542-5070		
Email:	tmdoctc@fr.com		
Correspondent Name:	Cynthia Johnson Walden		
Address Line 1:	P.O. Box 1022		
Address Line 2:	Fish & Richardson P.C.		
Address Line 4:	Minneapolis, MINNESOTA 55440-1022		
ATTORNEY DOCKET NUMBER:		00876-0005001/0005002	
NAME OF SUBMITTER:		Cynthia Johnson Walden	

CH \$65.00 0994973

Signature:	/Cynthia Johnson Walden/
Date:	09/04/2013
Total Attachments: 5 source=TM Assignment 00876#page1.tif source=TM Assignment 00876#page2.tif source=TM Assignment 00876#page3.tif source=TM Assignment 00876#page4.tif source=TM Assignment 00876#page5.tif	

**TRADEMARK ASSIGNMENT**

WHEREAS, HOOD SAILMAKERS, INC., a corporation organized and existing under the laws of the State of Rhode Island, and having a place of business at 23 Johnnycake Hill Road, Middletown, Rhode Island 02842 ("Assignor"), is the owner of the trademarks, trademark applications and trademark registrations set forth on Schedule 1 attached hereto and made a part hereof (the "Trademarks"); and

WHEREAS, RJD Holdings LLC, a limited liability company organized and existing under the laws of the State of Rhode Island, and having a place of business at 50 Adirondack Drive, East Greenwich, Rhode Island 02818 ("Assignee"), desires to acquire all rights Assignor has or may have in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, pursuant to the Order Approving Sale Free and Clear of Liens, Claims and Encumbrances Pursuant to 11 U.S.C. § 363, of the United States Bankruptcy Court for the District of Rhode Island, entered on June 6, 2013 in the bankruptcy proceedings pending before the Court, in In re: Hood Sailmakers, Inc., Chapter 11 Bankruptcy No. 12-10713 and In re: Manitou, LLC, Chapter 11 Bankruptcy No. 12-10712 (Jointly Administered), Assignor does hereby sell, assign, transfer and set over unto Assignee, free and clear of all liens, security interests, mortgages, encumbrances, claims and interests, all of Assignor's right, title and interest in and to the Trademarks throughout the world, together with the good will of the business symbolized by the Trademarks, including, without limiting the generality of the foregoing, the right of priority to file corresponding applications in any and all countries, and all rights to sue and to collect all damages and payments for claims of past or future infringements or misappropriations thereof; the Trademarks to be held by Assignee for its own use and enjoyment and for the use and enjoyment of its successors and assigns as fully and entirely as they would have been held and enjoyed by Assignor had such assignment not been made.

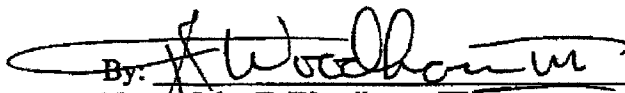
Assignor hereby authorizes and requests the duly authorized officials of any applicable jurisdiction to take such action as may be required to give effect to the sale, assignment and transfer made herein, including the issuance of any trademark registrations on Schedule 1 to Assignee, its successors and assigns; and Assignor further agrees to do all things as Assignee may reasonably request to effectuate such sale, assignment and transfer in respect to the Trademarks.

Assignor hereby irrevocably appoints Assignee, acting through any of its officers, managers or employees, acting together, or any one of them acting alone, its true and lawful attorney, with full power of substitution for Assignor and in its name, place and stead: (a) in connection with all trademark matters in any jurisdiction throughout the world for the purpose of executing and making any filing to register and maintain the Trademarks and to transact all

business on behalf of Assignor in such jurisdiction for the registration and protection of the Trademarks; and (b) to execute, acknowledge and deliver all assignments, bills of sale, transfers, applications, powers of attorney, certificates, receipts and other instruments and to execute all other documents and do all other acts which may be necessary or proper in connection with the exercise of any of the foregoing powers and for carrying out any power incidental thereto.

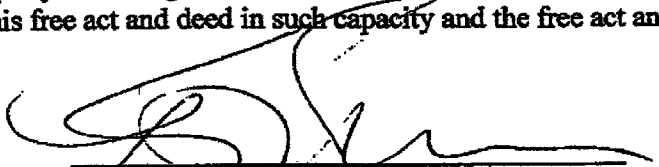
IN WITNESS WHEREOF, Assignor, expressly intending to be legally bound hereby, has caused this assignment to be executed by its duly authorized officer as of the 27<sup>th</sup> day of June, 2013.

HOOD SAILMAKERS, INC.

By:   
Name: John T. Woodhouse, III  
Title: President

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence, in said County, on this 27<sup>th</sup> day of June, 2013, before me personally appeared John T. Woodhouse, III to me known and known by me or proved to me through satisfactory evidence of identification, which was \_\_\_\_\_ [type of identification] to be the President of, and the person executing the foregoing instrument on behalf of, Hood Sailmakers, Inc., the party executing this instrument, and he acknowledged said instrument by him so executed to be his free act and deed in such capacity and the free act and deed of said Hood Sailmakers, Inc.

  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Notary Identification Number: \_\_\_\_\_

**Schedule 1****United States**

<b><u>Mark</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
HOOD (OVAL DESIGN)	994,973	10/8/1974
HOOD (OVAL DESIGN)	967,391	9/4/1973

**Argentina**

<b><u>Mark</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
HOOD	1,879,888	7/26/2002
HOOD	2,059,763	12/27/2005

**Australia**

<b><u>Mark</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
HOOD (OVAL DESIGN)	A457101	12/12/1986
HOOD (OVAL DESIGN)	A457102	12/12/1986

**Canada**

<b><u>Mark</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
HOOD (OVAL DESIGN)	298,724	1/4/1985

**Community Trademarks**

<b><u>Mark</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
HOOD (OVAL DESIGN)	9,119,033	11/2/2010
HOOD (OVAL DESIGN)	3,052,834	7/21/2005

France

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
HOOD (OVAL DESIGN)	1,225,913	1/20/1983

Germany

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
HOOD (OVAL DESIGN)	1,064,884	6/22/1984

International Registration

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
HOOD (OVAL DESIGN) (extended to Austria, Benelux, Switzerland, Germany, Spain, France, Portugal and Monaco)	1R611194	11/5/1993

Italy

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
HOOD (OVAL DESIGN)	998757	4/14/1986

Japan

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
HOOD	4,367,627	3/10/2000

New Zealand

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
HOOD (OVAL DESIGN)	B146050	2/22/1983
HOOD (OVAL DESIGN)	B146051	2/22/1983

Sweden

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
HOOD (OVAL DESIGN)	197,476	8/23/1985

United Kingdom

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
HOOD (OVAL DESIGN)	1190500	2/15/1983
HOOD (OVAL DESIGN)	1190501	2/15/1983

1859518\_1/12164-2