

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM343015

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gulf Coast Shipyard Group, Inc.		05/27/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	International Yacht Corporation		
Street Address:	1850 SE 17th Street, Suite 301		
City:	FT Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33316		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3671471	INTERNATIONAL YACHT COLLECTION	
Registration Number:	3052804	IYC	
CORRESPONDENCE DATA			
Fax Number:	3054828600		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3054828400		
Email:	ipdocketing@foley.com		
Correspondent Name:	Laura Ganoza		
Address Line 1:	Foley & Lardner LLP		
Address Line 2:	2 South Biscayne Boulevard, Suite 1900		
Address Line 4:	Miami, FLORIDA 33131		
ATTORNEY DOCKET NUMBER:	110058-0101		
NAME OF SUBMITTER:	Laura Ganoza		
SIGNATURE:	/Laura Ganoza/		
DATE SIGNED:	06/01/2015		
Total Attachments: 6			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This Trademark and Domain Name Assignment Agreement (this "Agreement") is made, entered into and effective as of May 27, 2015, by and between GULF COAST SHIPYARD GROUP, INC., a Delaware corporation ("Assignor"), and INTERNATIONAL YACHT CORPORATION, a Florida corporation ("Assignee").

WHEREAS, Assignor was the holder of all right, title and interest to the trademarks listed in Attachment A (the "Marks") and the goodwill associated therewith;

WHEREAS, Assignor was the holder of all right, title and interest in the domain names and URLs listed in Attachment B (the "Domain Names");

WHEREAS, pursuant to the Asset Purchase Agreement (the "Asset Purchase Agreement") between the parties dated May 5, 2015, Assignee acquired all rights of any kind worldwide, registered and unregistered, in the Marks and all the goodwill of the business connected with and symbolized by the Marks;

WHEREAS, Assignor's business to which the Marks pertain is ongoing and existing, and Assignee is the successor of said business;

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee acquired all of Assignor's rights in the Domain Names; and

WHEREAS, the parties wish to memorialize and record the assignment of the Marks in the United States Patent and Trademark Office and worldwide.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Assignment.**

a. Assignor hereby assigns, transfers and conveys to Assignee all worldwide right, title and interest in and to the Marks, whether registered or unregistered, as well as all registrations and applications to register any of the Marks anywhere in the world, all of Assignor's rights in the Domain Names, and all of the goodwill of the business connected with and symbolized by the Marks and the Domain Names, as well as all rights to injunctive relief, damages or profits, due or accrued, arising out of past infringement of the Marks and/or Domain Names, and unfair competition in connection with the Marks and/or Domain Names, or injury to the said goodwill, and the right to sue for and recover the same in the Assignee's own name (the "Assignment").

b. This Agreement and the Assignment hereunder being under covenant, not only that full power to make the same is had by Assignor, but also that the rights assigned hereunder are not encumbered by any grant, license, or other right heretofor given; Assignor acknowledges that it shall not, without the prior written consent of Assignee, use or seek to register any of the Marks, the Domain Names or any variation thereof or any mark, domain

name, URL or other designation confusingly similar thereto, directly or indirectly, as a principal, agent, shareholder, investor, employer, partner, member, joint venturer, manager, consultant, operator, or in any other capacity whatsoever anywhere in the world, in connection with the same or similar or related goods and services associated with the Marks and/or the Domain Names, now or in the future, nor shall Assignor trade on the goodwill associated with the Marks and/or the Domain Names or bring proceedings or otherwise challenge Assignee's exclusive rights to use and register the Marks and/or Domain Names worldwide, such exclusive rights to be held and enjoyed by Assignee for its own use and for its legal representatives and assigns as fully and entirely as the same would have been held by Assignor had this Agreement not been made.

2. **Attorneys' Fees.** In the event it becomes necessary for any party hereto to file suit to enforce this Agreement or any provision contained herein, the party prevailing in such suit shall be entitled to recover from the non-prevailing party, in addition to all other remedies or damages, as provided herein, reasonable attorneys' fees, paralegal fees and cost incurred in such suit at all trial, appellate, bankruptcy and/or administrative proceedings.

3. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. An executed facsimile copy of this Agreement shall be binding for all purposes.

4. **Assignment Binding; Governing Law; Other.** This Agreement and the obligations of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns and shall be governed by and construed in accordance with the laws of the State of Florida may not be modified or amended except by written agreement signed by both parties.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Trademark and Domain Name Assignment Agreement as of the date first written above.

GULF COAST SHIPYARD GROUP, INC.
(Assignor)

By: 

Printed Name: John D. Smith

Title: President

Date: 5/12/15

INTERNATIONAL YACHT CORPORATION
(Assignee)

By: _____

Printed Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the undersigned have executed this Trademark and Domain Name Assignment Agreement as of the date first written above.

GULF COAST SHIPYARD GROUP, INC.
(Assignor)

By: _____

Printed Name: _____

Title: _____

Date: _____

INTERNATIONAL YACHT CORPORATION
(Assignee)

By:  _____

Printed Name: Stefanos Macrymichalos

Title: President/Director

Date: May 19th 2015

Attachment A

Mark	Registration/ Application No.	Country
INTERNATIONAL YACHT COLLECTION	3671471	U.S.A.
IYC	3052804	U.S.A.

Attachment B

Domain Name	Creation Date	Registrar
<u>internationalyachtcollection.com</u>	7/17/2005	TUCOWS, INC.
<u>iyv.com</u>	1/25/2006	TUCOWS, INC.
<u>iyvussia.ru</u>	7/23/2013	TUCOWS, INC.
<u>myblind-date.com</u>	11/3/2011	TUCOWS, INC.
<u>sacksyachts.com</u>	11/29/2004	TUCOWS, INC.
<u>yachtcollection.com</u>	7/17/2005	TUCOWS, INC.
<u>yachtcollection.net</u>	7/17/2005	TUCOWS, INC.