

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357535

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nautic Global Group, Inc.		10/02/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Highwater Marine LLC		
Street Address:	4500 Middlebury St		
City:	Elkhart		
State/Country:	INDIANA		
Postal Code:	46516		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	1797719	BASS AMERICA	
Registration Number:	2356713	POLAR KRAFT	
Registration Number:	2294286	SANPAN	
Registration Number:	2283129	SEA RYDER	
Registration Number:	2278021	SWEETWATER	
Registration Number:	1448357	DYNASTY	
Registration Number:	2285152	FUN DECK	
Registration Number:	2342466	GODFREY MARINE	
Registration Number:	2283140	PARTI KRAFT	
Registration Number:	2291057	AQUA FLOAT	
Registration Number:	2290077	AQUA PATIO	
Registration Number:	2356678	POLAR	
Registration Number:	3420475	OUTLANDER	
Registration Number:	3544285		
Registration Number:	2060615	RINKER	
Registration Number:	2060614	RINKER	
Registration Number:	4096159	SWEETWATER SUNRISE	
Registration Number:	4267150	KODIAK	
Registration Number:	4222018	NAUTIC GLOBAL GROUP	

CH \$840.00 1797719

Property Type	Number	Word Mark
Registration Number:	4495370	PK CLASSIC
Registration Number:	4222021	NAUTIC GLOBAL GROUP
Registration Number:	4210201	CAPTIVA
Registration Number:	4344469	GODFREY PONTOON BOATS
Registration Number:	4447722	FRONTIER
Registration Number:	4447723	NOR'EASTER
Serial Number:	85604063	POLARKRAFT NOR'EASTER
Serial Number:	85603997	POLARKRAFT FRONTIER
Serial Number:	78512226	
Serial Number:	77634343	ATLANTIC
Serial Number:	77634321	ATLANTIC
Registration Number:	2884645	FISH HEAD
Registration Number:	2891600	TIME WELL SPENT
Registration Number:	2367651	ASSAULT

CORRESPONDENCE DATA

Fax Number: 2165790212

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.

Phone: (216) 586-3939

Email: skoston@jonesday.com

Correspondent Name: Jones Day

Address Line 1: 901 Lakeside Avenue

Address Line 2: North Point

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER: 162667-640001-SK

NAME OF SUBMITTER: Leozino Agozzino

SIGNATURE: /Leozino Agozzino/

DATE SIGNED: 10/06/2015

Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “*Assignment*”), dated as of October 2, 2015, is entered into by and between Nautic Global Group, Inc., a Delaware corporation (“*Assignor*”) and Highwater Marine LLC, a Delaware limited liability company and wholly owned subsidiary of Boat Holdings, LLC (“*Assignee*”).

WHEREAS, certain trademarks and applications and/or registrations identified on the attached **Exhibit A** were previously held by the Godfrey Conveyor Company, Inc. d/b/a Godfrey Marine, Godfrey Conveyor Company, Inc. and Polar Kraft Manufacturing LLC, and the rights, title and interest in such trademarks and applications and/or registrations were transferred to Assignor prior to the date of this Assignment.

WHEREAS, Assignor is the owner of all rights, title and interest in and to the foreign trademarks and applications, trade names, and United States trademarks and applications and/or registrations therefore identified on the attached **Exhibit A**, together with all common law rights and the goodwill of the business associated therewith (the “*Marks*”), and has agreed to transfer to Assignee all right, title and interest in and to the Marks; and

WHEREAS, Assignee is desirous of acquiring all of Assignor’s rights, title and interest in and to the Marks and in and to the United States trademark applications and/or registrations therefore, together with the goodwill of the business associated therewith.

WHEREAS, Boat Holdings, LLC desires the rights acquired through this Assignment to go directly to Highwater Marine LLC, which is a wholly owned subsidiary of Boat Holdings, LLC.

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

1. Assignment of Marks. Assignor hereby irrevocably contributes, transfers, assigns, conveys and delivers unto Assignee, its successors and assigns, without reservation of any rights, title or interest, all rights, title, and interest in and to the Marks, any and all applications and registrations therefore, including, without limiting, the applications and registrations identified on the attached **Exhibit A**, together with that part of the goodwill of the business associated with the use of and symbolized by the Marks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns, and subsidiaries, as fully and entirely as said rights, title and interest would have been held and enjoyed by Assignor if this sale, assignment, and transfer had not been made, including, without limitation, all common-law rights of Assignor in and/or to the Marks and Assignor’s right to sue for all claims, demands and/or causes of action, both at law and in equity for past, current or future claims, demands and/or causes of action, that Assignor may have on account of any infringement, claim of unfair competition, likelihood of confusion or dilution of the Marks or any other claim or cause of action related to any of the Marks prior to and following the effective date of this Assignment. Assignor hereby authorizes the

appropriate empowered officials at the United States Patent and Trademark Office to transfer all registrations and pending applications 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 Assignment. The Assignor further agrees, upon reasonable request and without further compensation, that the Assignor and its legal representatives and assigns will do all reasonably requested lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registrations in the United States and throughout the world for such Marks, and for perfecting, recording, or maintaining the title of the Assignee, its successors and assigns, to such Marks and any registrations issued for such Marks at Assignee's cost. The assignment granted herein has been granted in accordance with the terms of a separate Asset Purchase Agreement, dated September 21, 2015 and amended as of the date hereof, between Assignor and Boat Holdings, LLC, and is expressly subject to the terms thereof.

2. Counterparts. This Assignment may be signed in counterparts, which together shall constitute one agreement. If this Assignment is signed in counterparts, no party shall be bound until both parties have duly executed, or caused to be duly executed, a counterparty of this Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and such Assignment is effective as of the date first set forth above.

ASSIGNOR:

NAUTIC GLOBAL GROUP, INC.

By: James R. Malone
Name: CHAIRMAN & CEO
Title: JAMES R. MALONE

ASSIGNEE:

HIGHWATER MARINE LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and such Assignment is effective as of the date first set forth above.

ASSIGNOR:

NAUTIC GLOBAL GROUP, INC.

By: _____
Name:
Title:

ASSIGNEE:

HIGHWATER MARINE LLC

By: _____
Name: Jacob Vogel
Title: CEO

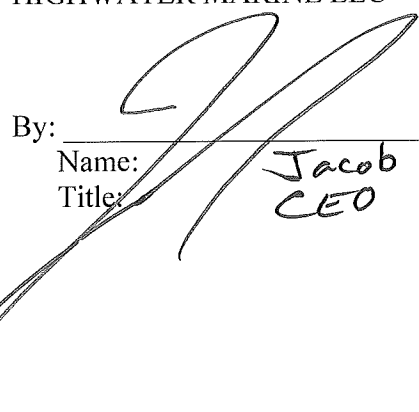



EXHIBIT A

NAUTIC GLOBAL GROUP, INC.¹

Trademark	Country	Application n. No.	Filing Date	Registration Date	Registration No.
BASS AMERICA	U.S.	74219709	November 7, 1991	October 12, 1993	1797719
POLAR KRAFT	U.S.	75538929	August 19, 1998	June 13, 2000	2356713
SANPAN	U.S.	75525783	July 23, 1998	November 23, 1999	2294286
SEA RYDER	U.S.	75524260	July 23, 1998	October 5, 1999	2283129
SWEETWATER	U.S.	75525780	July 23, 1998	September 14, 1999	2278021
DYNASTY & DESIGN	U.S.	73608936	July 11, 1986	July 21, 1987	1448357
FUN DECK	U.S.	75525777	July 23, 1998	October 12, 1999	2285152
GODFREY MARINE	U.S.	75524499	July 23, 1998	April 18, 2000	2342466
PARTI KRAFT	U.S.	75525782	July 23, 1998	October 5, 1999	2283140
AQUA FLOAT	U.S.	75524498	July 23, 1998	November 9, 1999	2291057
AQUA PATIO	U.S.	75524200	July 23, 1998	November 2, 1999	2290077
POLAR	U.S.	75526052	July 23, 1998	June 13, 2000	2356678
OUTLANDER	U.S.	78866837	April 21, 2006	April 29, 2008	3420475
NEW FISH HEAD LOGO	U.S.	77147355	April 3, 2007	December 9, 2008	3544285
RINKER	U.S.	75016324	November 7, 1995	May 13, 1997	2060615
RINKER	U.S.	75016323	November 7, 1995	May 13, 1997	2060614

¹ **Note:** To the extent Assignor has retained any common law rights or any other rights in cancelled or abandoned trademarks, all such rights are transferred to Assignee hereunder.

Trademark	Country	Application No.	Filing Date	Registration Date	Registration No.
SWEETWATER SUNRISE	U.S.	85356906	June 27, 2011	February 7, 2012	4096159
KODIAK	U.S.	85534867	February 6, 2012	January 1, 2013	4267150
NAUTIC GLOBAL GROUP	U.S.	85602811	April 19, 2012	October 9, 2012	4222018
PK CLASSIC	U.S.	85603977	April 20, 2012	March 11, 2014	4495370
NAUTIC GLOBAL GROUP & DESIGN	U.S.	85604042	April 20, 2012	October 9, 2012	4222021
CAPTIVA	U.S.	85613139	May 1, 2012	September 18, 2012	4210201
GODFREY PONTOON BOATS	U.S.	85721173	September 5, 2012	May 28, 2013	4344469 IR 1139766
FRONTIER	U.S.	85917758	April 29, 2013	December 10, 2013	4447722
NOR'EASTER	U.S.	85917771	April 29, 2013	December 10, 2013	4447723
RINKER & DESIGN	China	10453933	February 1, 2012	March 28, 2013	10453933
CROSSFIRE HURRICANE	U.S.	[]	August 21, 2013		Abandoned 6/10/2014
POLARKRAFT NOR'EASTER	U.S.	85604063	April 20, 2012	N/A	Abandoned 9/26/2013
POLARKRAFT FRONTIER	U.S.	85603997	April 20, 2012	N/A	Abandoned 9/26/2013
	U.S.	78512226	November 5, 2004	June 6, 2006	3100170 Cancelled 1/13/2013
ATLANTIC	U.S.	77634343	December 16, 2008	[]	Abandoned 4/8/2010
ATLANTIC	U.S.	77634321	December 16, 2008	[]	Abandoned 4/8/2010
FISH HEAD	U.S.	72653156	May 4, 2001	September 14, 2004	2884645 Cancelled 4/17/2015
TIME WELL SPENT	U.S.	76362581	January 24, 2002	October 5, 2004	2891600 Cancelled 8/23/2011

Trademark	Country	Application No.	Filing Date	Registration Date	Registration No.
ASSAULT	U.S.	75560695	August 26, 1998	July 18, 2000	2367651 Cancelled 2/25/2011

THE GODFREY CONVEYOR COMPANY, INC. D/B/A GODFREY MARINE

POLAR KRAFT	Canada	1005658	February 17, 1999	March 23, 2001	TMA542950
OUTLANDER	Canada	1320263	October 10, 2006	October 20, 2009	TMA750653
SWEETWATER	Australia	917371	June 21, 2002	June 21, 2002	917371
HURRICANE	Australia	917370	June 21, 2002	June 21, 2002	917370

GODFREY CONVEYER COMPANY, INC.

SWEETWATER	China	4326760	October 25, 2004	April 21, 2007	4326760
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POLAR KRAFT MANUFACTURING LLC

ASSAULT	Canada	1006035	February 22, 1999	November 21, 2001	TMA554232
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