

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371316

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	103674322		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MSP Holdings, LLC		01/08/2016	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Austin Kayak, LLC		
Street Address:	339 Auburn St Suite 12		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4519966	ACK	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	DJANIS@DAVISMALM.COM		
Correspondent Name:	DANIEL T. JANIS		
Address Line 1:	DAVIS, MALM & D'AGOSTINE		
Address Line 2:	ONE BOSTON PLACE, SUITE 37		
Address Line 4:	BOSTON, UNITED STATES		
NAME OF SUBMITTER:	Daniel Janis		
SIGNATURE:	/dtj/		
DATE SIGNED:	02/01/2016		
Total Attachments: 8			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is dated as of January 8, 2016 and is made from MSP Holdings, LLC, a Texas limited liability company ("Assignor"), to Austin Kayak, LLC, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, pursuant to the Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), by and among Assignor, Assignee and the other parties thereto, Assignor wishes to transfer to Assignee, and Assignee wishes to acquire from Assignor, the Trademarks set forth in Schedule 1 (the "Trademarks") and the goodwill associated with such Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, delivers and conveys to Assignee all of its rights, title and interests in and to the Trademarks, the goodwill of the business symbolized by the Trademarks, all registrations and applications for registration thereof, if any, all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for past infringement of said Trademarks, and all records and files relating to said Trademarks. This Trademark Assignment will be governed by the laws of the State of Delaware without regard to application of its conflicts of laws principles that would result in the law of another jurisdiction applying to this Trademark Assignment.

Assignor hereby covenants and agrees to prepare, execute and deliver all instruments, applications, forms and other documents, to provide all testimony and to take all actions and do all lawful things reasonably requested of Assignor by Assignee to carry out and fulfill the purposes and intent of this Trademark Assignment (but no other actions or things for any other purpose, including any litigation relating to any of the Trademark or applications), all without further consideration but at the expense of the Assignee.

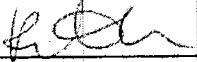
The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, indemnities contained therein and choice of governing law, are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

Assignor hereby requests the U.S. Commissioner of Patents and Trademarks and the applicable foreign authorities to record this Trademark Assignment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has executed, made and delivered this Trademark Assignment under seal as of the date first set forth above.

MSP HOLDINGS, LLC

By: 
Name: Peter Messina
Title: member

STATE OF TEXAS

Travis County, ss.

On this 7th day of January, 2016, before me, the undersigned notary public, personally appeared Peter Messina, member of MSP Holdings, LLC, and proved to me through satisfactory evidence of identification, which was a Drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.




Notary Public:
My commission expires: 11.17.2018

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

SCHEDULE 1

TRADEMARK ASSIGNMENT

Registered Trademark:

<u>Mark</u>	<u>Type of Mark</u>	<u>Registration #</u>	<u>Jurisdiction</u>	<u>Registration Date</u>
ACK Logo	Logo	4,519,966	United States	April 29, 2014
Your Kayak Fishing Gear Headquarters	Word Mark	4,497,265	United States	March 18, 2014