

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385892

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	COURT ORDER		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAK MARINE CO., LLC		10/09/2012	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	E & D ASSETS, LLC		
Street Address:	P.O. Box 1056		
City:	Florence		
State/Country:	ALABAMA		
Postal Code:	35631		
Entity Type:	Limited Liability Company: ALABAMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3801656	CLEARWATER	
CORRESPONDENCE DATA			
Fax Number:	6788359310		
<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:	(678) 218-5065		
Email:	info@brientgloberman.com		
Correspondent Name:	Brient Globerman, LLC		
Address Line 1:	1175 Grimes Bridge Road		
Address Line 2:	Suite 100		
Address Line 4:	Roswell, GEORGIA 30075		
NAME OF SUBMITTER:	Autumn L. Beatty		
SIGNATURE:	/Autumn L. Beatty/		
DATE SIGNED:	05/27/2016		
Total Attachments: 6			
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OP \$40.00 3801656

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AM

IN THE SUPERIOR COURT OF SUMTER COUNTY
STATE OF GEORGIA

Georgia, Sumter County
Filed in office 9th day of October 2012
Christina P. Rodgers
Dep. Clerk

E & D Assets, LLC, an Alabama
Domestic Limited Liability Company,

PLAINTIFF

V.

SAK MARINE CO, LLC, a Georgia
Limited Liability Company,

DEFENDANT

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CIVIL ACTION NO. 12CV431P

WRIT OF POSSESSION

TO THE MARSHAL OF SAID COURT OR HIS LAWFUL DEPUTIES AND TO ALL
AND SINGULAR THE SHERIFFS OF SAID STATE OR THEIR LAWFUL DEPUTIES AND TO
ALL LAWFUL CONSTABLES OF SAID STATE;

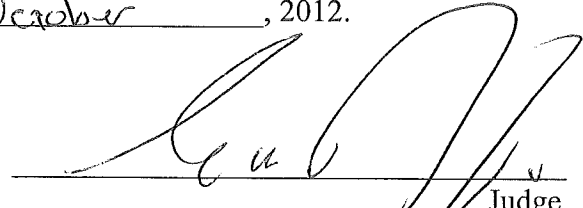
GREETING:

WHEREAS, pursuant to O.C.G.A. Title 44, Chapter 14, as amended, the Plaintiff has been
adjudged entitled to recover from the Defendant the possession of certain personal property, the
description and location of which is as follows:

**All of the personal property of Debtor of every kind and nature including, without
limitation, all goods, accounts, equipment, accessions, inventory, chattel paper, intellectual
property, instruments, investment property, documents, letter-of-credit rights, deposit
accounts, and general intangibles, wherever located.**

THEREFORE, you are hereby ordered to levy the aforesaid personal property and, at the
option of the Plaintiff, to either surrender said property to the Plaintiff for retention or disposition
in accordance with O.C.G.A. Title 11, as amended, or advertise and sell same as in the case of levy
and sale under execution as by law provided.

SO ORDERED, this 9th day of October, 2012.



Judge
Superior Court of Sumter County

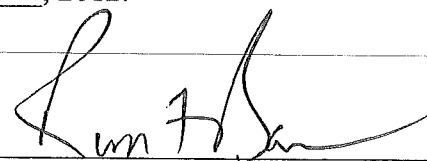
ELECTION OF OPTION

Pursuant to O.C.G.A. 44-14-236, the undersigned attorney for the Plaintiff in the above action, hereby directs that the property described in the within and foregoing WRIT OF POSSESSION be:

surrendered to the Plaintiff for retention or disposition in accordance with O.C.G.A. Title 11, as amended; or

advertised and sold as in the case of levy and sale under execution as by law provided.

This the 10 day of September, 2012.



Russ F. Barnes
State Bar No.: 039015
Attorney for Plaintiff

SHERIFF'S RETURN

GEORGIA, SUMTER COUNTY

Diligent search made and the property specified in the within WRIT OF POSSESSION not found to be in Sumter County, Georgia.

This the _____ day of _____, 2012.

Deputy Sheriff, Sumter County, Georgia

OR

GEORGIA, SUMTER COUNTY

I have this day turned over to the Plaintiff the property specified in the within WRIT OF POSSESSION pursuant to the election of the Plaintiff as authorized by O.C.G.A. 44-14-236.

This the _____ day of _____, 2012.

Deputy Sheriff, Sumter County, Georgia

PROMISSORY NOTE

\$2,500,000.00

June 20, 2012
Florence, Alabama

FOR VALUE RECEIVED, the undersigned **Sak Marine Co. LLC**, a Georgia limited liability company (the "Debtor"), hereby promises to pay to the order of **E&D Assets, LLC**, an Alabama limited liability company (the "Creditor"; and any subsequent holder hereof, as applicable, are referred to herein as the "Holder"), at the Creditor's address at P.O. Box 1056, Florence, Alabama 35631 or such other place as Holder may direct in writing, in lawful money of the United States of America, the principal amount of TWO MILLION, FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00), with one at 3.5% per annum interest. Payment of principal and interest shall be in accordance with the following provisions:

Debtor will pay the interest due on this Promissory Note in quarterly installments. The first quarterly installment of interest will be due on **October 1, 2012**, and the remaining installments will be due on the first of every quarter thereafter until this Promissory Note has been paid in full. If not sooner paid, Debtor will pay the principal amount of this Promissory Note, together with any unpaid interest, in full on **March 30, 2013** (the "Maturity Date").

If the Holder has not received payment of the full amount on or before the Maturity Date, Debtor shall pay to Holder interest at the rate of 12%, as accrued on the outstanding balance due Holder beginning on the date hereof, until receipt of payment in full.

The happening of the following event shall constitute an event of default hereunder: Default in the payment of the principal and interest on this Promissory Note as the same becomes due and payable, which default is not cured within fifteen (15) days after notice of default.

Debtor may prepay the indebtedness evidenced by this Promissory Note in whole or in part at any time without penalty or fee.

Debtor agrees to pay reasonable attorneys' fees and costs incurred by Holder in collecting amounts due under this Promissory Note, whether by suit or otherwise.

This Promissory Note is to be construed, controlled, enforced, governed and interpreted by the laws of the State of Alabama. If, for any reason, any provision(s) or term(s) of this Promissory Note should be declared null and void, or unconstitutional, by any court of competent jurisdiction, the remainder of this Promissory Note shall not be impaired and shall remain in full force and effect.

As used herein, the terms "Debtors", "Creditor" and "Holder" shall be deemed to include their respective successors, legal representatives and assigns, whether by voluntary action of the parties or by operation of law. This Promissory Note is given under the seal of all parties hereto, and it is intended that this Promissory Note is and shall constitute and have the effect of a sealed instrument according to law. This Promissory Note has been negotiated, and is being executed and delivered in Florence, in the State of Alabama, or if executed elsewhere, shall become effective upon the Creditor's receipt and acceptance of the executed original of this Promissory Note in the State of Alabama; provided, however, that the Lender shall have no obligation to give, nor shall Debtor be entitled to receive, any notice of such acceptance for this Promissory

Note to become a binding obligation of Debtor. Debtor hereby submits to jurisdiction in the State of Alabama. This Promissory Note may not be modified except by written agreement signed by the Debtor and the holder hereof, or by their respective successors or assigns.

SAK MARINE CO., LLC,
a Georgia limited liability company

By: Eugene R. Sak

Its: Managing Members

STATE OF ALABAMA)
COUNTY OF LAUDERDALE)

I, the undersigned, a Notary Public in and for Madison County, Alabama, hereby certify that Eugene R. Sak, as Manager of Sak Marine Co, LLC, whose name is signed to the foregoing Promissory Note, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date, in said capacity.

SWORN TO AND SUBSCRIBED before me on this the 20 day of June, 2012.

Christina Diane Gale

NOTARY PUBLIC

My Commission Expires: May 20, 2015

{SEAL}

EXHIBIT B

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 Kevin D. Heard (256) 535-0817

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
 Heard Ary, LLC
 307 Clinton Avenue West, Suite 310
 Huntsville, Alabama 35801

File No. 129-20 12 0515
 Date Filed 8-7-12
 Hour Filed 1:45pm
 By Jan Marshall
 CLERK SUPERIOR COURT
 SUMNER COUNTY, GEORGIA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
 OR 1b. INDIVIDUAL'S LAST NAME
Sak Marine Co., LLC

FIRST NAME
 MIDDLE NAME
 SUFFIX

1c. MAILING ADDRESS
PO Box 653

CITY
Florence

STATE
AL

POSTAL CODE
35631

COUNTRY
USA

1d. TAX ID #: SSN OR EIN
 ADD'L INFO RE ORGANIZATION DEBTOR
 1e. TYPE OF ORGANIZATION
LLC

1f. JURISDICTION OF ORGANIZATION
Georgia

1g. ORGANIZATIONAL ID #, if any
GA10079328 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME
 OR 2b. INDIVIDUAL'S LAST NAME

FIRST NAME
 MIDDLE NAME
 SUFFIX

2c. MAILING ADDRESS
 CITY
 STATE
 POSTAL CODE
 COUNTRY

2d. TAX ID #: SSN OR EIN
 ADD'L INFO RE ORGANIZATION DEBTOR
 2e. TYPE OF ORGANIZATION
 2f. JURISDICTION OF ORGANIZATION
 2g. ORGANIZATIONAL ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
 OR 3b. INDIVIDUAL'S LAST NAME
E & D Assets, LLC

FIRST NAME
 MIDDLE NAME
 SUFFIX

3c. MAILING ADDRESS
412 South Court Street

CITY
Florence

STATE
AL

POSTAL CODE
35630

COUNTRY
USA

4. This FINANCING STATEMENT covers the following collateral:

All of the personal property of Debtor of every kind and nature including, without limitation, all goods, accounts, equipment, accessions, inventory, chattel paper, intellectual property, instruments, investment property, documents, letter-of- credit rights, deposit accounts, and general intangibles, wherever located.

5. ALTERNATIVE DESIGNATION (if applicable) LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable). Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional)

7. All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)
FORM SHOULD BE TYPEWRITTEN OR COMPUTER GENERATED