

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM400067

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Corey Cooper		09/12/2016	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bote, LLC		
<b>Street Address:</b>	505 MARY ESTHER CUT OFF NW		
<b>City:</b>	FORT WALTON BEACH		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32548		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86900980	KULA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4142735198		
<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>			
<b>Phone:</b>	414-273-3500		
<b>Email:</b>	sdelsman@gklaw.com		
<b>Correspondent Name:</b>	Shane Delsman; Godfrey & Kahn, S.C.		
<b>Address Line 1:</b>	833 East Michigan Street, Suite 1800		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202-5615		
<b>NAME OF SUBMITTER:</b>	Shane Delsman		
<b>SIGNATURE:</b>	/Shane Delsman/		
<b>DATE SIGNED:</b>	09/28/2016		
<b>Total Attachments: 6</b>			
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## PATENT, TRADEMARK & DOMAIN NAME ASSIGNMENT

This Patent, Trademark & Domain Name Assignment is entered into as of this 12th day of September, 2016 (the "Effective Date"), by and between Bote, LLC, a Florida limited liability company ("Assignee"), and Corey Cooper ("Assignor").

### RECITALS

WHEREAS, Corey Cooper, owns all right, title, and interest in and to the (i) patent and patent applications identified in **Exhibit A** attached hereto, and all inventions described and claimed therein (including all divisional, continuations, continuations-in-part, provisionals, reissues, renewals, reexaminations, extensions of such patents or interferences thereof) (collectively referred to as the "Assigned Patents"), (ii) trademark identified in **Exhibit B** attached hereto, any associated applications and registrations thereof, any related common law rights, and further including the goodwill associated with the trademark (collectively the "Assigned Trademarks"), and (iii) domain name registrations identified in **Exhibit C** (collectively the "Assigned Domain Names");

WHEREAS, in connection with that certain Equity Purchase Agreement dated on or about the Effective Date, by and between Assignor, M&C Bote, Inc., M&C Destin, Inc., BOTE Holdings, LLC and Magdalena Cooper, both individually and in her capacity as the authorized representative (the "Equity Purchase Agreement"), Assignee shall acquire all rights throughout the world in and to, along with the right to recover damages and profits for past and future infringements of, the (i) Assigned Patents and in and to any applications that have been or shall be filed in any foreign countries claiming priority thereto, and all patents or utility models of foreign countries that may be granted therefrom, (ii) Assigned Trademarks and any applications and registrations therefor, together with the goodwill of the business in connection with which the Assigned Trademarks are used and which is symbolized by the Assigned Trademarks, and (iii) the Assigned Domain Names, together with the goodwill of the business in connection with which the Assigned Domain Names are used and which is symbolized by the Assigned Domain Names; and

WHEREAS, Assignor will benefit from the transactions contemplated by the Equity Purchase Agreement as a stockholder of the Sellers (as defined in the Equity Purchase Agreement).

### AGREEMENT

NOW, THEREFORE, for the good and valuable consideration set forth in the Equity Purchase Agreement, the sufficiency of which is hereby acknowledged and agreed, as of the Effective Date, Assignor hereby sells, assigns and transfers unto Assignee all right, title, and interest in and to the (i) Assigned Patents, and in and to any applications that have been or shall be filed in any foreign countries claiming priority thereto, and all patents or utility models of foreign countries that may be granted therefrom, all proceeds therefrom together with any and all claims or causes of infringement thereof that may have accrued prior to and/or after the Effective Date, together with the right to bring suit for and/or initiate any proceeding to collect any and all damages arising from said claims or causes of action, (ii) Assigned Trademarks and any applications or registrations therefor, together with all common law rights therein, the goodwill

of the business in connection with which the Assigned Trademarks are used and which is symbolized by the Assigned Trademarks, throughout the world, all renewals thereof, and all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and profits for past and future infringements thereof, and (iii) Assigned Domain Names, together with the goodwill of the business in connection with which the Assigned Domain Names are used and which is symbolized by the Assigned Domain Names, to be held and enjoyed by the Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made.

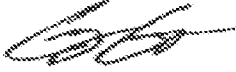
Where appropriate, Assignee authorizes and requests the (i) Commissioner of Patents and Commissioner of Trademarks of the United States Patent and Trademark Office, whose duty it is to register patents and trademarks, to record Assignor as the assignee and owner of the Assigned Patents and Assigned Trademarks and (ii) the issuing domain name registry to record Assignor as the assignee and owner of the Assigned Domain Names.

Assignee and Assignor hereby further undertake that they will execute such additional documents and take such further actions as may be reasonably required in order to confirm and further effectuation the assignment of the Assigned Patents, Assigned Trademarks and Assigned Domain Names by Assignor to Assignee.

This Patent, Trademark & Domain Name Assignment (i) may be executed in one or more counterparts and delivered by facsimile, portable document format or other electronic means, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement; (ii) shall be binding upon and inure to the benefit of the parties hereto, and each of their successors and assigns; (iii) shall be governed in all respects by the internal laws of the State of Florida, without regard to its conflicts of law principles which would require application of the laws of another jurisdiction; and (iv) may not be amended or modified unless in writing and signed by Assignee and Assignor.

IN WITNESS WHEREOF, this Patent, Trademark & Domain Name Assignment is duly executed by the undersigned as of the Effective Date.

ASSIGNOR:

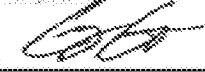


\_\_\_\_\_  
Corey Cooper, individually

ASSIGNEE:

BOTE, LLC

By:




\_\_\_\_\_  
Corey Cooper, President

[Signature Page to Patent, Trademark & Domain Name Assignment – Corey Cooper]

**Exhibit A – Assigned Patents**

<b>PATENT</b>	<b>COUNTRY</b>	<b>PATENT [APPLICATION] NUMBER</b>	<b>ISSUE [FILING] DATE</b>	<b>RECORD OWNER</b>
STAND UP PADDLEBOARD WITH PADDLE SHEATH	US	9,187,157	11/17/2015	Corey Cooper
WATER SPORTS BOARD CARRYING SYSTEM	US	[62/139,608]	[3/27/2015]	Corey Cooper
WATER SPORTS BOARD CARRYING SYSTEM	US	[14/993,008]	[1/11/2016]	Corey Cooper

**Exhibit B – Assigned Trademarks**

MARK	COUNTRY	SERIAL NUMBER	FILING DATE	RECORD OWNER
	US	86/900,980	2/8/2016	Corey Cooper

**Exhibit C – Assigned Domain Names**

<b>DOMAIN NAME</b>	<b>EXPIRATION/RENEWAL DATE</b>	<b>RECORD OWNER</b>	<b>DOMAIN NAME REGISTRY</b>
gatorproof.com	4/14/2019	Corey Cooper	Go Daddy
kulacoolers.com	12/14/2016	Corey Cooper	Go Daddy
kulacooler.com	12/14/2016	Corey Cooper	Go Daddy
kulastuff.com	12/14/2016	Corey Cooper	Go Daddy
standupforcleanup.com	10/31/2016	Corey Cooper	Go Daddy
standup4cleanup.com	10/31/2016	Corey Cooper	Go Daddy
standup4cleanup.org	10/29/2016	Corey Cooper	Go Daddy
axepaddles.com	4/6/2017	Corey Cooper	Go Daddy
boteboards.com	2/8/2017	Corey Cooper	Go Daddy
supskiff.com	12/20/2016	Corey Cooper	Go Daddy
supskiffs.com	12/20/2016	Corey Cooper	Go Daddy
standandfish.com	12/20/2016	Corey Cooper	Go Daddy
boteboard.com	7/23/2017	Cory Cooper/ BOTE	Go Daddy

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