

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM404259

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
InterOcean Systems, Inc.		06/10/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	InterOcean Systems, LLC		
Street Address:	P.O. Box 129		
City:	Broussard		
State/Country:	LOUISIANA		
Postal Code:	70518		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1212240	INTER OCEAN IO	
Registration Number:	1329298	S4	
Registration Number:	3176804	SLICK SLEUTH	
Registration Number:	3176805	SLICK SLEUTH	
CORRESPONDENCE DATA			
Fax Number:	8665817418		
<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:	3372325006		
Email:	jesse@lambert.net		
Correspondent Name:	Law Office of Jesse D. Lambert, Ilc		
Address Line 1:	1018 Harding Street, Suite 102 B		
Address Line 4:	Lafayette, LOUISIANA 70503		
NAME OF SUBMITTER:	Jesse D. Lambert		
SIGNATURE:	/Jesse D. Lambert/		
DATE SIGNED:	11/03/2016		
Total Attachments: 6			
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TRADEMARK

REEL: 005913 FRAME: 0082

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (the “Assignment”), dated as of June 10, 2016, is entered into by and between InterOcean Systems, Inc., a California corporation (“Seller”), and InterOcean Systems LLC, a Delaware limited liability company (“Buyer”).

This Assignment is executed and delivered pursuant to the terms of that certain Asset Purchase Agreement, dated June 10, 2016, by and among Buyer and Seller (the “Asset Purchase Agreement”), pursuant to which, among other things, Seller has agreed to sell, and Buyer has agreed to purchase, the Purchased Assets, including certain Intellectual Property Rights of Seller, including but not limited to those relating to the Patents, Patent Applications, Trademarks, Domain Names, Copyrights, and any related Rights of Publicity (defined below), and all common law rights associated therewith (the “Intellectual Property”).

Recitals

A. Seller is the owner of all right, title and interest in and to the Intellectual Property; and

B. Seller wishes to sell, assign and transfer to Buyer, and Buyer wishes to acquire, Seller's entire right, title and interest in and to the Intellectual Property.

Terms

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties have agreed as follows:

1. Each term which is capitalized, but not defined, in this Assignment shall have the meaning ascribed to such term in the Asset Purchase Agreement.

2. Upon and subject to the terms and conditions of the Asset Purchase Agreement and this Assignment, Seller hereby irrevocably sells, conveys, transfers and assigns to Buyer, free and clear of all Liens of any kind whatsoever, all of Seller's worldwide right, title and interest in and to the Intellectual Property, including but not limited to the following:

(a) The entire right, title and interest in and to all subject matter, inventions and improvements invented, made, or conceived of and described in the patents and patent applications set forth in **Exhibit A** hereto, and in and to all patents and all patent convention and treaty rights of all kinds flowing therefrom, including the right to claim priority from any of said patent applications, and all rights in and to any utility model, continuation, continuation-in-part, and divisional applications therefrom, and any reissue or re-examination as to any patent issuing therefrom, in all countries throughout the world, for all such subject matter described therein (“Patents”);

(b) the trademarks (both registered and unregistered) set forth in **Exhibit B** hereto, including the registrations and applications and any and all common law rights relating

thereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (“Trademarks”);

(c) materials as to which copyrights are asserted, set forth in **Exhibit C** hereto;

(d) the internet domain names set forth in **Exhibit D** hereto (“Domain Names”);

(e) the proprietary software set forth in **Exhibit E** hereto; and

(f) all rights, benefits and privileges of any kind whatsoever of Seller accruing under or related to any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including, without limitation, the exclusive right to apply for and maintain all registrations, renewals and/or extensions for any and all of the foregoing;

(g) all rights to any and all licenses, settlement agreements, consent agreements, co-existence agreements or other similar contractual rights with respect to any and all of the foregoing;

(h) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(i) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and

(j) any other right, benefit or privilege of any kind whatsoever necessary or appropriate for Buyer to fully and entirely stand in the place of Seller in all matters related to the Intellectual Property.

3. Each party hereby agrees to execute and deliver any and all additional documents that any other party may reasonably request, and to use commercially reasonable efforts to take such further actions as may be reasonably necessary to effectuate, carry out, and comply with the agreements set forth in this Assignment.

4. All of the terms and provisions of this Assignment are binding upon Seller, Buyer and their respective successors and assigns and will inure to the benefit of the parties and their respective successors and assigns. Notwithstanding the foregoing, no provision of this Assignment shall in any way amend any of the express provisions (including the warranties, covenants, agreements, conditions, representations and obligations and indemnifications, and the limitations related thereto, of Seller or the Buyer) set forth in the Asset Purchase Agreement, this Assignment being intended solely to effect the transfer of the Intellectual Property in accordance with the Asset Purchase Agreement and shall not restrict any of Buyer’s or Seller’s rights

thereunder. In the event of a conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail and govern.

5. The terms and conditions of this Assignment shall be governed and construed in accordance with the laws of the State of Delaware without giving effect to the conflicts of laws principles thereof or of any other state.

6. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original but all such counterparts together shall constitute one and the same instrument. This Assignment may be executed by facsimile or portable document format signature, which shall have full force and effect as if original.

* * * * *

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be executed in its name and delivered by a duly authorized officer, on the date first written above.

SELLER:

INTEROCEAN SYSTEMS, INC.

By:

Michael D. Pearlman
Michael D. Pearlman, President

BUYER:

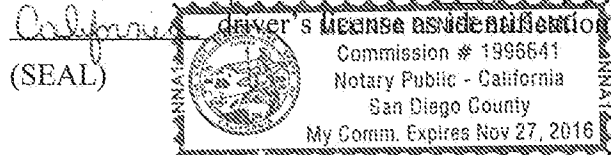
INTEROCEAN SYSTEMS, LLC

By:

Brady Como, Authorized Representative

STATE OF California
COUNTY OF San Diego

The foregoing Assignment was sworn to and subscribed before me this June 10 day of June, 2016, by Michael Pearlman as President of InterOcean Systems, Inc., a California corporation. He (☒) is personally known to me or (☐) has presented a



Melinda Denise Babano
Notary Public
Print Name: Melinda Denise Babano
My Commission Expires: 11-27-16

STATE OF _____
COUNTY OF _____

The foregoing Assignment was sworn to and subscribed before me this _____ day of _____, 2016, by _____, as _____ of InterOcean Systems, LLC, a Delaware limited liability company. He (☐) is personally known to me or (☐) has presented a _____ driver's license as identification.

(SEAL)

Notary Public
Print Name: _____
My Commission Expires: _____

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be executed in its name and delivered by a duly authorized officer, on the date first written above.

SELLER:

INTEROCEAN SYSTEMS, INC.

By: _____
Michael D. Pearlman, President

BUYER:

INTEROCEAN SYSTEMS, LLC

By: _____
Brady Como, Authorized Representative

STATE OF _____
COUNTY OF _____

The foregoing Assignment was sworn to and subscribed before me this _____ day of _____, 2016, by _____, as _____ of InterOcean Systems, Inc., a California corporation. He () is personally known to me or () has presented a _____ driver's license as identification.

(SEAL)

Notary Public
Print Name: _____
My Commission Expires: _____

STATE OF Louisiana
PARISH OF Iberia

The foregoing Assignment was sworn to and subscribed before me this 10th day of June, 2016, by Brady L. Como, as Secretary of InterOcean Systems, LLC, a Delaware limited liability company. He (X) is personally known to me or () has presented a _____ driver's license as identification.

(SEAL)

Notary Public
Print Name: Jean-Louis Lemoine
My Commission Expires: At Death

EXHIBIT B
TRADEMARKS

Registered marks:

Mark	Country	Registration no.
INTEROCEAN & design	Canada	213672
INTEROCEAN & design	United States	1212240
INTEROCEAN & design	United Kingdom	1047353
S4	United States	1329298
SLICK SLEUTH	United States	3176804
SLICK SLEUTH & design	United States	3176805

Unregistered marks:

1. S4ADW
2. S4ADWi
3. S4A/S4ADWi
4. S4ADeep
5. S4AP
6. ASVP 100
7. ASVP 200
8. 514PC-W
9. WTG904
10. WTG/S4
11. POPEIE
12. RAR