

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414640

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fishmaster, Inc.		01/31/2017	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Monster Marine Products, Inc.		
Street Address:	5714 US Highway 411 S		
City:	Maryville		
State/Country:	TENNESSEE		
Postal Code:	37801		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3333435	FISHMASTER MARINE TOWERS AND ACCESSORIES	
CORRESPONDENCE DATA			
Fax Number:	8655234478		
<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:	865-546-4305		
Email:	mbradford@luedeka.com		
Correspondent Name:	Michael J. Bradford		
Address Line 1:	P. O. Box 1871		
Address Line 4:	Knoxville, TENNESSEE 37901		
ATTORNEY DOCKET NUMBER:	72469.M1		
NAME OF SUBMITTER:	Michael J. Bradford		
SIGNATURE:	/Michael J. Bradford/		
DATE SIGNED:	02/02/2017		
Total Attachments: 6			
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OP \$40.00 3333435

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("IP Assignment"), is dated January 31, 2017 and is by and between Fishmaster, Inc., a Georgia corporation ("Assignor"), and Monster Marine Products, Inc., a Delaware corporation ("Assignee"). The Assignee is the purchaser of certain assets of Assignor pursuant to an Asset Purchase Agreement among Assignor, Assignee and certain other parties, dated as of the date hereof (the "Purchase Agreement").

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office;

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. In consideration of the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee set forth on the applicable schedule (as set forth below) all of Assignor's right, title and interest in and to the following used in connection with the operation of the Business (as defined in the Purchase Agreement) free and clear of all liens and encumbrances, including, without limitation, the items set forth on Schedule 1 attached hereto (the "Assigned IP"):

- (a) patents and patent applications;
- (b) trademarks, Internet domain names, websites, common law trademarks, service marks, trade dress, trade names, slogans, logos and corporate names (and all translations, adaptations, derivations and combinations of the foregoing), and registrations and applications for registration thereof together with all of the goodwill associated therewith;
- (c) copyrights (registered or unregistered) and copyrightable works, and registrations and applications for registration thereof;
- (d) trade secrets and other confidential information (including ideas, formulas, recipes, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know how, manufacturing and production processes and techniques, methods of doing business, research and development information, software development methodologies, drawings, specifications, software architectures,

designs, plans, proposals, technical data, copyrightable works, non-public data and databases, financial and marketing plans and customer and supplier lists and information;

(a) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(b) 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; and

(c) 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.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP 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.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

REMAINDER OF PAGE INTENTIONALLY BLANK

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP
Assignment as of the date first above written.

FISHMASTER, INC.

a Georgia corporation

By: 

Name: William J. Bierbower, Jr.

Title: Chief Executive Officer

GRANVILLE
REGISTERED TRADEMARK

NOTARIAL CERTIFICATE

STATE OF GEORGIA §
 §
COUNTY OF *Forsyth* §

This instrument was acknowledged before me on the *31* day of *January*, 2017, by William J. Bierbower, Jr., Chief Executive Officer of FISHMASTER, INC.

Patricia York

NOTARY PUBLIC, State of Georgia

PATRICIA YORK
NOTARY PUBLIC
Forsyth County
State of Georgia
My Comm. Expires Aug. 31, 2019

SCHEDULE 1

ASSIGNED IP

Owner	Title	Application No.	Filing Date	Trademark No.	Issue Date
Monster	FISHMASTER MARINE TOWERS AND ACCESSORIES (Design plus words, letters, and/or numbers)	77/034,263	11/1/2006	3,333,435	11/13/2007

Pending Trademark Applications

None

Common Law Marks and Tradenames

Fishmaster

Domain Names

www.fishmaster.com