

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416298

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GB Asset Management, LLC		04/17/2015	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Lazzara Custom Yachts, LLC		
Street Address:	5251 W. Tyson Avenue		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33611		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3064907	LAZZARA	
CORRESPONDENCE DATA			
Fax Number:	5616256572		
<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:	561-625-6575		
Email:	ustrademarks@mchaleslavin.com		
Correspondent Name:	Carl J. Spagnuolo, McHale & Slavin, P.A.		
Address Line 1:	2855 PGA Blvd.		
Address Line 4:	Palm Beach Gardens, FLORIDA 33410		
NAME OF SUBMITTER:	Carl J. Spagnuolo		
SIGNATURE:	/Carl J. Spagnuolo/		
DATE SIGNED:	02/15/2017		
Total Attachments: 11			
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EQUIPMENT PURCHASE AGREEMENT

THIS AGREEMENT is made effective on the 17 day of April, 2015, by and among LAZZARA CUSTOM YACHTS, LLC, a Florida limited liability company ("Purchaser"), GB ASSET MANAGEMENT, LLC, a Florida limited liability company ("Seller").

WHEREAS, Seller operates business (the "Business") selling used equipment;

WHEREAS, Purchaser desires to acquire certain equipment of Seller used in the Business; and

WHEREAS, Seller desires to sell, transfer and assign to Purchaser such equipment on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
2. Equipment to be Acquired. Subject to the terms and conditions of this Agreement, Seller will transfer, convey, assign, set over, bargain, sell and deliver to Purchaser on the Closing Date, and Purchaser will purchase, the equipment listed in Exhibit "A" attached hereto (collectively, referred to herein as the "Equipment") from Seller.
3. Purchase Price. In consideration for the sale of the Equipment, Purchaser shall pay Seller the sum of Fifty Thousand Dollars (\$50,000.00 USD) (the "Purchase Price"), to be paid at closing. Seller acknowledges that Buyer has made a \$20,000 deposit and Seller has received the \$20,000 deposit.
4. Representations of Seller.
 - a. Equipment. Seller hereby represent, warrant and covenant that the Company has good and marketable title to the Equipment, free and clear of encumbrances and has the full power, right and authority to enter into this Agreement and convey the Equipment to Purchaser on the terms and conditions set forth herein.
 - b. Power and Authority. Seller represent and warrant to Purchaser that the execution and delivery of this Agreement has been duly and properly authorized by Seller's member and manager and that this Agreement is binding upon and enforceable against Seller in accordance with its terms. Seller represent and warrant that all limited liability company and other proceedings required to be taken by or on behalf of Seller to authorize Seller to enter into and carry out this Agreement and for the payment of the Purchase Price for the purchase of the Equipment have all been duly and properly taken.

c. No Conflicts. Seller represent and warrant to Purchaser that the execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the compliance with the terms of this Agreement by Seller will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under any organizational documents of the Seller or any indenture, mortgage, loan agreement or other agreement of Seller.

5. Representations of Purchaser.

a. Power and Authority. Purchaser hereby represents and warrants to Seller that the execution and delivery of this Agreement has been duly and properly authorized by Purchaser's member and manager and that this Agreement is binding upon and enforceable against Purchaser in accordance with its terms. Purchaser further represents and warrants that all corporate and other proceedings required to be taken by or on behalf of Purchaser to authorize Purchaser to enter into and carry out this Agreement and for the payment of the Purchase Price for the purchase of the Equipment have all been duly and properly taken.

b. No Conflicts. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the compliance with the terms of this Agreement by Purchaser will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under any organizational documents of the Purchaser or any indenture, mortgage, loan agreement or other agreement of Purchaser.

6. The Closing. The closing shall occur on April 17, 2015 (the "Closing Date") at the offices of the Buyer, or at such other place or on such other date as Purchaser and Seller may mutually agree upon in writing. The parties agree that at such time as the items described below are received by the appropriate party, the transactions contemplated by this Agreement shall be considered consummated:

a. Seller shall deliver an executed Bill of Sale, Exhibit B, to Purchaser in substantially the same form as Exhibit "A" attached hereto; and

b. Purchaser shall cause the cash portion of the Purchase Price to be received by Seller.

7. Survival of Representations and Warranties. The warranties, representations, covenants and agreements set forth herein shall be continuous and shall survive the Closing Date.

8. General.

a. Expenses. Each of the parties to this Agreement shall pay its own expenses in connection with this Agreement and the transactions contemplated hereby, including the fees and expenses of its counsel, certified public accountants and other experts.

b. Assignability. This Agreement shall not be assignable by either of the parties to this Agreement without the prior written consent of the other party to this Agreement. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

c. Venue; Process. The parties to this Agreement agree that jurisdiction and venue shall properly lie in the Sixth Judicial Circuit of the State of Florida, in and for Pinellas County, Florida, or in the United States District Court for the Middle District of Florida (Tampa Division), with respect to any legal proceedings arising from this Agreement. Such jurisdiction and venue is merely permissive; and jurisdiction and venue also shall continue to lie in any court where jurisdiction and venue are found to be proper. The parties further agree that the mailing of any process shall constitute valid and lawful process against them.

d. Governing Law. This Agreement has been negotiated and prepared and shall be performed in the State of Florida, and the validity, construction and enforcement of, and the remedies under, this Agreement shall be governed in accordance with the laws of the State of Florida.

e. Severability of Provisions. The invalidity or unenforceability of any particular provision hereof shall not affect the remaining provisions of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

f. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

g. Exhibit. The exhibit to this Agreement are incorporated by reference herein and are made a part hereof as if they were fully set forth herein.

h. Cooperation. Subsequent to the Closing Date the parties agree to cooperate with each other to effect the transactions contemplated under this Agreement and to execute any document necessary to correct any ambiguity or mutual mistake.

i. Warranty. The buyer agrees that the sellers provides no warranty on any items and the sale is "AS IS, WHERE IS".

j. Past Rent. The buyer acknowledges that there could be past storage rent due, from Dec. 2014 until now, on the equipment to the landlord of the property that it is currently be stored at. In the event any rent is due, the buyer agrees to pay such rent due, directly to the landlord.

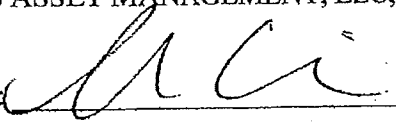
10. Attorneys' Fees. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

[Remainder of this page is intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first indicated above.

SELLER:

GB ASSET MANAGEMENT, LLC, a Florida limited liability company

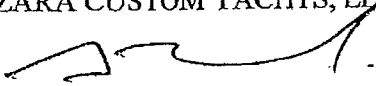
By:  _____

Name: NICOLE CRISS

Title: Manager

PURCHASER:

LAZZARA CUSTOM YACHTS, LLC, a Florida limited liability company

By:  _____

Name: GEOFFREY BOND

Title: Manager

SCHEDULE OF EXHIBITS

Exhibit A: List of Equipment
Exhibit B: Bill of Sale

Schedule A

List of Equipment

64 LSX & LMY

Hull mold (2piece) port/starboard
Hull window inserts 3 pieces. (Port) *removable
Hull window inserts 3 pieces (starboard) *removable
Bulwark section port
Bulwark section starboard
Deck house mold
Fly bridge mold
Engine room air intakes (2)
Nose cone for tender.
Salon door adjustable insert
Aft deck salon door and staircase mold
Docking stations inserts
Shower molds (5)
Forward VIP
Starboard VIP
Port VIP
Crew
Master stateroom.
Aft deck settee (starboard side)
Aft deck port side bar
Swim platform
Garage door
Crew quarters
Crew quarters box
Forward bow Sun pad lid
Gull wing hatches bow (2)
Hard top
Fly bridge console
Fly bridge settee starboard.
Fly bridge bar
Engine intake grills (2)

78 LSY

Hull mold (2piece)
Hull deck (one piece)
Small sports bridge
Swim platform
Aft deck settee insert
Garage door
Tender cone insert
Docking station inserts
Showers (4)
Hard top (#78-22)
Crew door
Hull window inserts (port & starboard) *removable
Radar arch
Sun pad lid
Engine intakes (2)

92 LSY

Hull mold (2 piece) *window inserts molded in.
Deck mold
Swim platform
Garage door
Nose cone for tender
Shower molds (5)
Cable master inserts (2)
Beach panel
Aft deck bar
Fly bridge bar
Fly bridge console
Fly bridge settee
Fly bridge wing tips (port/starboard)
IPS drive inserts 4
Bow Sun pad lid
Hard top
Engine intakes (2)
Crew entrance cover and box
Aft deck settee

84 LMY

Hull mold (2 piece)
Hull deck (one one piece)
Aft settee

120 LSY

Hull mold (multiple sections)

Miscellaneous: parts to be thrown out.

Wood plugs/fly bridge mold of 76 breeze

General Intangibles

All of the following General Intangibles (including, without limitation, payment intangibles and software) of each Lazzara Party to the extent those assets were encumbered by ant Security Agreement:

- 1) All Intellectual propert including, but not limited to, copyrights, trademarks, service marks, "Lazzara" registered trademark, USPTO Registration Number 3064907 and all good will a pertinent there to whether or not registered or in common law
- 2) Domain names and registration, including but not limited to www.lazzarayachts.com
- 3) Design, drawings, specifications, bills of material, part lists, engineering information, technical data, and processes, whether in physical or electronic form.
- 4) Software
- 5) Customer lists and customer information, and supplier lists and supplier information.

BILL OF SALE

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, GB Asset Management, LLC, a Florida limited liability company ("Seller") does hereby grant, bargain, transfer, sell, assign, convey and deliver to Lazzara Custom Yachts, LLC, a Florida limited liability company ("Purchaser"), all of its right, title and interest and to the assets listed in Exhibit "A" attached hereto, to have and to hold the same unto Purchaser, its successors and assigns, forever.

Seller for itself, its successors and assigns, hereby covenants and agree that at any time and from time to time upon the written request of Purchaser, Seller will do, execute, acknowledge and deliver or cause to be done, executed acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required by Purchaser in order to assign, transfer, set over, assure and confirm unto and vest in Purchaser, its successors and assigns, title to the assets sold, conveyed and transferred by this Bill of Sale.

IN WITNESS WHEREOF, Seller has duly executed this Bill of Sale on April 17, 2015.

SELLER

GB ASSET MANAGEMENT, LLC
A Florida limited liability company

By: 

Name: Nicole Criss
Title: Managing Member

TRADEMARK

REEL: 005989 FRAME: 0689

Schedule A

List of Equipment

64 LSX & LMY

Hull mold (2piece) port/starboard
Hull window inserts 3 pieces. (Port) *removable
Hull window inserts 3 pieces (starboard) *removable
Bulwark section port
Bulwark section starboard
Deck house mold
Fly bridge mold
Engine room air intakes (2)
Nose cone for tender.
Salon door adjustable insert
Aft deck salon door and staircase mold
Docking stations inserts
Shower molds (5)
Forward VIP
Starboard VIP
Port VIP
Crew
Master stateroom.
Aft deck settee (starboard side)
Aft deck port side bar
Swim platform
Garage door
Crew quarters
Crew quarters box
Forward bow Sun pad lid
Gull wing hatches bow (2)
Hard top
Fly bridge console
Fly bridge settee starboard.
Fly bridge bar
Engine intake grills (2)

78 LSY

Hull mold (2piece)
Hull deck (one piece)
Small sports bridge
Swim platform
Aft deck settee insert
Garage door
Tender cone insert
Docking station inserts
Showers (4)
Hard top (#78-22)
Crew door
Hull window inserts (port & starboard) *removable
Radar arch
Sun pad lid
Engine intakes (2)

92 LSY

Hull mold (2 piece) *window inserts molded in.
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Cable master inserts (2)
Beach panel
Aft deck bar
Fly bridge bar
Fly bridge console
Fly bridge settee
Fly bridge wing tips (port/starboard)
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