

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459945

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Legend Boats, Ltd.		09/26/2017	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	Fishing Holdings, LLC		
Street Address:	2500 E. Kearney Street		
City:	Springfield		
State/Country:	MISSOURI		
Postal Code:	65898		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3451681	LEGEND BOATS	
CORRESPONDENCE DATA			
Fax Number:	4159831200		
<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:	415-983-1802		
Email:	sftrademarks@pillsburylaw.com		
Correspondent Name:	Richard L. Kirkpatrick		
Address Line 1:	P.O. BOX 2824		
Address Line 2:	CALENDAR/DOCKETING DEPARTMENT		
Address Line 4:	San Francisco, CALIFORNIA 94126-2824		
NAME OF SUBMITTER:	Richard L. Kirkpatrick		
SIGNATURE:	/Richard L. Kirkpatrick/		
DATE SIGNED:	01/30/2018		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (“Assignment”) is by and between Legend Boats, Ltd., a Texas limited partnership, having a registered address at 107 FM 3059, Streetman, Texas 75859 (“Assignor”) and Fishing Holdings, LLC, a Delaware limited liability company, having a place of business at 2500 E. Kearney Street Springfield, Missouri 65898 (“Assignee”) (collectively, the “Parties”).

WHEREAS, Assignor owns all right, title and interest in and to the trademarks, domain names and associated website content and social media accounts and associated content, identified at Exhibit A, attached hereto (collectively, the “IP Rights”); and

WHEREAS, Assignee desires to acquire said IP Rights from Assignor.

NOW THEREFORE, the Parties hereby agree as follows:

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, transfers and assigns to Assignee, effective as of July 27, 2017 (the “Effective Date”), all of Assignor’s right, title and interest, including all copyright and trademark rights, in and to the IP Rights, the goodwill of the business connected with the use of and symbolized by the same, all as listed in Exhibit A, and any applications and registrations therefore, together with all rights of action accrued, accruing and to accrue under and by virtue hereof, including the right to sue or otherwise recover for past infringement and receive all damages, payments, costs and fees associated therewith. For avoidance of doubt, this assignment transfers all rights in and to the trademarks, domain names, social media handles and accounts identified at Exhibit A and all content available at the websites associated with the transferred domain names and social media accounts.

2. Assignor agrees to take any and all further actions requested by Assignee, including executing any additional documents and providing additional authorizations as may be needed, in order to fully vest the right, title and interest being conveyed to Assignee pursuant to this Assignment.

3. Assignor represents and warrants that it has filed all necessary documents with the U.S. Patent and Trademark Office to ensure that the title to the LEGEND BOATS registration (RN 3451681) prior to this Assignment properly reflects Assignor, Legend Boats, Ltd., a Texas limited partnership, as the registrant.

4. Assignor agrees to take all actions necessary to transfer, or have transferred, to Assignee the domain names listed at Exhibit A, including taking all actions necessary with the domain name registrars and filing any necessary documents to confirm, authorize and effect the transfers to Assignee. Assignor represents and warrants that the domain names were filed by Kody Bradbury and Dean Smith on behalf of Assignor and that Assignor has authority to transfer and to effect and complete the transfer of the domain names from Kody Bradbury and Dean Smith to Assignee and will take all actions necessary to do so. Within ten (10) business days of the execution of this Agreement, Assignor shall initiate the transfer of all domain names listed at Exhibit A with the current domain name registrar(s) and take all steps necessary

so that the domain name registrar(s) may transfer and register the domain name to Assignee. Assignor further hereby transfers to Assignee all right, title and interest, including all copyrights in and to the content on the websites.

5. Assignor agrees to take all actions necessary to transfer its social media accounts and handles, as listed at Exhibit A, to Assignee. Within ten (10) business days of its execution of this Agreement, Assignor shall provide Assignee all information (including login and password) to access and take full ownership and control of the social media accounts at Exhibit A and shall do all things necessary or desirable to facilitate the transition for Assignee.

6. Assignor warrants and represents that: (a) Assignor has the right and authority to grant this Assignment; (b) there are no licenses of the IP Rights, and no other assignments, consents, or agreements with any third party in conflict with this Assignment; (c) the IP Rights do not infringe any valid right of any third party; (d) Assignor has no actual knowledge that the IP Rights are infringed by any third party; (e) Assignor is the legal and beneficial owner of all right, title and interest in and to the IP Rights and any associated applications or registrations and has good title thereto, free and clear of any and all security interests or other encumbrances; (f) Assignor owns all right, title and interest to the content associated with the transferred domain names and social media accounts identified on Exhibit A; (g) the IP Rights are valid, subsisting and enforceable; (h) there are no judgments invalidating or impairing the validity of the IP Rights; and, (i) there are no past, pending or threatened claims, demands, suits or proceedings involving the IP Rights, except the obligation to file an affidavit of continued use for the Trademark identified on Exhibit A.

7. This Agreement shall be governed by the laws of the state of Delaware, without regard to conflict of law principles.

[signature page follows]

IN WITNESS WHEREOF, the Parties have entered into this Assignment as of the Effective Date.

LEGEND BOATS, LTD.

FISHING HOLDINGS, LLC

By: LEGEND MARINE MANAGEMENT,
LLC

Its: General Partner

By: [Signature]

By: _____

Name: Randy A. Qualls

Name: _____

Title: Manager

Title: _____

Dated: 9-26-17

Dated: _____

Koleta Renea Cagle
NOTARY PUBLIC
Benton County, Arkansas
Commission # 12265814
My Commission Expires 4/30/2018
[Signature]
9-26-17

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, the Parties have entered into this Assignment as of the Effective Date.

LEGEND BOATS, LTD.

FISHING HOLDINGS, LLC

By: LEGEND MARINE MANAGEMENT,
LLC

Its: General Partner

By: _____

By: Les Crawford

Name: _____

Name: Les Crawford

Title: _____

Title: President

Dated: _____

Dated: _____

LES
9-26-17

[Signature Page to Intellectual Property Assignment]

Exhibit A

I. Trademark:

<u>Trademark</u>	<u>Country</u>	<u>Official No.</u>	<u>Class</u>	<u>Goods</u>	<u>Status</u>
LEGEND BOATS	U.S.A.	3451681	12	Fiberglass recreational power boats which are longer than 18 feet and which are not sailboats.	Registered

II. Domain Names:

<u>Domain Name</u>	<u>Registrant</u>
legendmarine.com	Kody Bradbury, Legend Boats
ridewithalegend.com	Kody Bradbury, Legend Boats
legendbassboats.com	Dean Smith, Legend Boats
legendapparel.com	Dean Smith, Legend Boats
ridewiththelegend.com	Dean Smith, Legend Boats
legendbassboat.com	Dean Smith, Legend Boats
legendbassboat.net	Dean Smith, Legend Boats
oneagenda.co	Dean Smith, Legend Boats
oneagenda.net	Dean Smith, Legend Boats
legendbass.com	Dean Smith, Legend Boats
legendv-20.com	Dean Smith, Legend Boats
legendv20.com	Dean Smith, Legend Boats
legendboats.net	Dean Smith, Legend Boats
legendboats.org	Dean Smith, Legend Boats
legendboats.co	Dean Smith, Legend Boats
rangerbass.com	Dean Smith, Legend Boats
munyakboats.com	Dean Smith, Legend Boats
fishingforachange.com	Dean Smith, Fishing for a Change

III. Social Media Accounts:

<u>URL</u>
http://facebook.com/legendbassboats
http://instagram.com/legendboatsltd
http://youtube.com/legendboats1
http://vimeo.com/legendboats
http://twitter.com/legendboatsltd