

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466321

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	09/23/2016		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Floating Luxuries, Inc.		09/23/2016	Corporation:
RECEIVING PARTY DATA			
Name:	Advantus, Corp.		
Street Address:	12276 San Jose Blvd.		
Internal Address:	Building 618		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32223		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4117596	KAI LOUNGE	
Registration Number:	4117524	FLOATING LUXURIES	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	kjacobs@advantus.com		
Correspondent Name:	Kyle C. Jacobs, Esq.		
Address Line 1:	12276 San Jose Blvd., Building 618		
Address Line 4:	Jacksonville, FLORIDA 32223		
NAME OF SUBMITTER:	Kyle Jacobs		
SIGNATURE:	/s/ Kyle Jacobs		
DATE SIGNED:	03/20/2018		
Total Attachments: 8			
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ASSIGNMENT OF TRADEMARKS AND TERMINATION OF LICENSE AGREEMENT

THIS ASSIGNMENT OF TRADEMARK AND TERMINATION OF LICENSE AGREEMENT (this "Agreement") is entered into as of September 23, 2016 (the "Effective Date") by and between Floating Luxuries, Inc., a Mississippi corporation, Laura Starmer Barker (formerly Laura Starmer) ("Ms. Barker") and Jean Carroll (collectively hereinafter called "Assignor"), and Advantus, Corp., a Florida corporation (hereinafter called "Assignee").

WHEREAS, Assignee and Assignor entered into that certain Trademark and Patent License Agreement dated as of December 28, 2009 (as amended, the "License Agreement") and desire to terminate the License Agreement and for Assignee to acquire the trademarks, patent and any other intellectual property subject to that License Agreement; and

WHEREAS, Laura Starmer Barker individually owns the patent that is subject to the License Agreement and is transferring that to Assignee pursuant to a Patent Purchase Agreement being entered into contemporaneously with this Agreement (the "Patent Purchase Agreement");

(All words and terms which are used in this Agreement with their initial letters capitalized and which are not defined in this Agreement shall have the meanings set forth for such words and terms as defined in the License Agreement unless the context clearly requires otherwise.)

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound hereby, agree as follows:

- 1) Assignment. Assignor hereby assigns and transfers to Assignee all intellectual property and other property of any type that is the subject of the License Agreement, including without limitation all Licensed Marks, to Assignee, provided however this assignment and transfer does not include the patent and other intellectual property that Laura Starmer Barker is transferring to Assignee pursuant to the Patent Purchase Agreement. The property being transferred pursuant to this Agreement is hereinafter called the "Assigned Property". The Assigned Property includes without limitation the property described in **Schedule A** to this Agreement. Furthermore, to the extent that Floating Luxuries, Inc. has any rights to the property being transferred to Assignee pursuant to the Patent Purchase Agreement, Floating Luxuries, Inc. hereby transfers those rights to Assignee.
- 2) Purchase Price. The purchase price for the Assigned Property is [REDACTED] and is payable to Assignor/Assignor via wire transfer in accordance with the instruction attached as **Schedule B** to this Agreement.
- 3) Assignor Representations and Warranties. Assignor represents and warrants to Assignee that (i) Assignor has full authority and power to enter into this Agreement with Assignee, and Assignor's authority is not subject to any further consents or approvals; and (ii) Assignor owns the Assigned Property free and clear of any liens or other encumbrances and has a valid, unlimited and unrestricted right to assign the Assigned Property. Ms. Barker represents and warrants that she has full authority and power to sign this Agreement on behalf of Floating Luxuries, Inc. and Jean Carroll.
- 4) Assignee Representations and Warranties. Assignee represents and warrants to Assignor that Assignee has full authority and power to enter into this Agreement with Assignor, and Assignee's authority is not subject to any further consents or approvals.
- 5) Termination of License Agreement. The License Agreement is hereby terminated, Assignee has no further obligations under the License Agreement and no further payments are due and payable under the License Agreement.

6) Further Assurances. The Assignor shall do and perform or cause to be done and performed all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments or documents as the Assignee may reasonably request in order to carry out the intent and purposes of this Agreement.

7) Miscellaneous.

a) Governing Law. The laws of the State of Florida (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement.

b) Jurisdiction; Venue; Service of Process. The parties agree that the courts of the State of Florida and the federal courts of the United States located in the State of Florida shall have non-exclusive jurisdiction over any dispute, claim or controversy which may arise involving this Agreement or its subject matter. The parties waive any defense of lack of personal jurisdiction that any of them may have otherwise had to an action brought in Florida. The parties agree that exclusive venue shall lie solely in the appropriate federal or state court located in Duval County, Florida; provided that this provision shall not prohibit a party from commencing an action in any court with appropriate jurisdiction for the purpose of enforcing this choice of venue provision, and bringing such an action shall not serve to waive such party's rights under the choice of venue provision. The parties irrevocably submit and consent to the above jurisdiction and chosen venue and waive any right they may have to bring or maintain an action in any other jurisdiction or venue or seek any change of jurisdiction or venue or that such venue is inconvenient. The parties agree that service of process in any proceeding in any such court may be effected by certified mail at the addresses set forth for notices in this Agreement.

c) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

d) Severability. Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid, but if any provision or term of this Agreement is held to be prohibited by or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

e) Waiver. The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be a waiver of any subsequent breach of the same or any other such provision or be a waiver of the provision itself.

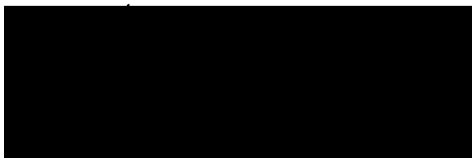
f) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement. Facsimile signatures, including without limitation PDF signatures transmitted via email, shall have the same force and effect as original signatures.

g) Section Headings; Schedules; Construction. The headings of sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All schedules and exhibits to this Agreement that are referenced herein are hereby incorporated herein by reference. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms (i.e., including without limitation).

h) Notices. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered by personal delivery, facsimile transmission, electronic (email) transmission or overnight courier (e.g., FedEx) with delivery confirmation from such service, or three (3) days after mailing (as evidenced by postmark or appropriate receipt) by certified mail, return receipt requested, postage prepaid to the address set forth below. If notice is given by facsimile or electronic transmission, such notice shall be deemed effective when delivery is confirmed by recipient. Each party may change its address for notices by giving notice thereof in accordance with this section.

To the Assignor at:

Laura Starmer Barker



To Assignee at:

Advantus, Corp.
Attn: Mr. Kevin Carpenter
12276 San Jose Boulevard
Suite 618
Jacksonville, FL 32223
Fax No.: 904-482-0099

With a copy to:

Averitt & Alford, PA
Attn: Barry C. Averitt
3010 Third Street South, Suite B
Jacksonville Beach, FL 32250
Fax No.: 904-758-0546

i) Waiver of Jury Trial. THE PARTIES HEREBY AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR OUT OF THE RELATIONSHIP ESTABLISHED BY THIS AGREEMENT WOULD INVOLVE COMPLICATED AND DIFFICULT FACTUAL AND LEGAL ISSUES AND THAT, THEREFORE, ANY ACTION BROUGHT BY ONE PARTY

AGAINST THE OTHER, IN EACH CASE WHETHER ALONE OR IN COMBINATION WITH OTHERS, WHETHER ARISING OUT OF THIS AGREEMENT OR OTHERWISE, SHALL BE DETERMINED BY A JUDGE SITTING WITHOUT A JURY. ACCORDINGLY, EACH PARTY, TO THE EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LEGAL ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTION IT CONTEMPLATES, WHETHER IN CONTRACT, TORT OR OTHERWISE.

j) Attorneys' Fees. If any enforcement or legal action or other proceeding is brought or any dispute arises under this Agreement, in addition to any other relief to which the successful or prevailing party or parties (the "Prevailing Party") is entitled, the Prevailing Party shall be entitled to recover, and the non-Prevailing Party shall pay to the Prevailing Party, all (i) reasonable attorney's fees of the Prevailing Party (including paralegal fees, investigative fees, expert witness fees, administrative costs, disbursements and all other reasonable charges billed by the attorney(s) to the Prevailing Party), (ii) court costs, and (iii) expenses, even if otherwise not recoverable by law as court costs (including without limitation all fees, taxes, costs and expenses incident to appellate, bankruptcy and post-judgment proceedings), incurred in that action, proceeding or dispute and all appellate proceedings.

k) No Agency. Nothing herein shall be construed as creating any agency, partnership or other form of joint enterprise between the parties to this Agreement.

l) No Strict Construction. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.

m) Entire Agreement. This Agreement constitute(s) the entire agreement between the parties with respect to the subject matter of this Agreement and supersede(s) all prior written and oral agreements and understandings between the parties with respect to the subject matter of this Agreement. This Agreement may not be amended except by a written agreement executed by both parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the Effective Date.

"ASSIGNOR"

Floating Luxuries, Inc., a Mississippi corporation

By: Laura Starnier Barker
Name: Laura Starnier Barker
Title: President

Laura Starnier Barker
Laura Starnier Barker, individually

John Carroll
John Carroll, individually by Laura Starnier Barker under
Power of Attorney

"ASSIGNEE"

Advantus, Corp., a Florida corporation

By: Charles Frohman
Name: Charles Frohman
Title: Executive Vice President

SCHEDULE A
ASSIGNED PROPERTY

Licensed Marks

Registered Marks

None

Unregistered Marks

The following marks are Licensed Marks under this Agreement but are not registered with the United States Patent and Trademark Office.

Floating Luxuries
The Kai Lounge
The King Kai Lounge
Boat floatz
boat floats
Kai Lounge
King Kai
Keiki Kai
Pet Kai
The Kai Lifestyle
Kai Outdoor
Kai Cabanas
Kai Cabanas
Kai Floats
Floating Luxuries Outdoor
Floating Luxuries Lifestyle
The one and only luxury float
Where luxury meets endurance
Luxury deserves you
Lounge in Luxury
Hammocks by Floating Luxuries
Floating Luxuries Marine
Floating Luxuries Living

Website URL's

Floatingluxuries.com
floatingluxuries.info
floatingluxuries.com
floatingluxurys.info
luxuryfloat.com
luxuryfloats.com
thefloatingluxuries.com
thefloatingluxuries.info
thefloatstore.com

thefloatstore.info
thekailifestyle.com
thekailifestyle.info
thekailounge.com
thekailounge.info

SCHEDULE B

SELLER WIRE INSTRUCTIONS

