

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM487273

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Baja By Fountain, Inc.		07/10/2018	Corporation: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ICONIC MARINE GROUP, LLC		
<b>Street Address:</b>	1653 Whichards Beach Road		
<b>City:</b>	Washington		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27889		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0975381	BAJA	
<b>Registration Number:</b>	2529513	SPEED CHANGES YOU	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	816-753-1000		
<b>Email:</b>	mwilliamson@polsinelli.com, jwillard@polsinelli.com		
<b>Correspondent Name:</b>	Michael A. Williamson		
<b>Address Line 1:</b>	900 W. 48th Place, Suite 900		
<b>Address Line 4:</b>	Kansas City, MISSOURI 64112		
<b>ATTORNEY DOCKET NUMBER:</b>	086755-548702		
<b>NAME OF SUBMITTER:</b>	Michael A. Williamson		
<b>SIGNATURE:</b>	/Michael A. Williamson/		
<b>DATE SIGNED:</b>	08/23/2018		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made effective as of the execution of the Transaction Agreement (the "Effective Date"), by Baja By Fountain, Inc, a North Carolina Corporation ("Assignor"), and Iconic Marine Group, LLC, a Delaware limited liability company formerly known as Custom Marine Group LLC ("Assignee").

### **BACKGROUND**

WHEREAS, Assignor and Assignee have entered into an Asset Contribution and Liability Assumption Agreement and Bill of Sale, each dated as of the Effective Date, May 2, 2016 (the "Transaction Agreement"; unless otherwise defined herein, capitalized terms shall be used herein as defined in the Transaction Agreement); and

WHEREAS, pursuant to the Transaction Agreement, Assignor assigned all of Assignor's right, title and interest in, to and under the trademark registrations and applications listed on the attached Schedule A (herein defined as "Trademark") to Assignee, and Assignee desires to further document the acquisition of all of Assignor's right, title and interest in, to and under the Trademark by execution of this Assignment.

### **TERMS**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Effective as of the Effective Date, Assignor does hereby assign, transfer, convey and deliver to Assignee, and Assignee hereby receives from Assignor, all of Assignor's right, title and interest in, to and under the Trademark, together with the goodwill associated therewith and all rights of action accrued under and by virtue thereof, including the right to sue and recover for past infringement, and to receive remedies in respect of any such suits, including, without limitation, to retain any damages as a result of these suits.

2. Further Action. The Parties shall, and shall cause their respective Affiliates to, use commercially reasonable efforts to take, or cause to be taken, all appropriate action, to do, or cause to be done, all things necessary, proper or advisable under applicable Law, and to execute and deliver such documents and other papers, as may be required to carry out the provisions of this Assignment and consummate and make effective the transactions contemplated by this Assignment including execution of individual assignment documentation for filing with the authorities of each individual country; provided, that, as between the Parties, Assignee shall be responsible for the preparation and filing of such documents and other instruments that may be necessary to record or perfect Assignee's right, title and interest in and to the Trademark (including, without limitation, with any applicable Governmental Authorities), and for any and all costs, expenses and fees associated therewith.

3. Counterparts. This Assignment may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in "pdf" form) in two or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

4. Conflict. If there is any conflict between the Transaction Agreement and this Assignment, each of the Transaction Agreement and this Assignment is to be interpreted and construed, if possible, so as to avoid or minimize such conflict, but, to the extent (and only to the extent) of such conflict, the Transaction Agreement shall prevail and control.

5. Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and assigns.

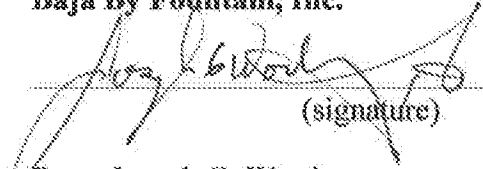
6. Governing Law. This Assignment shall be governed by, and construed in accordance with laws as outlined in the Transaction Agreement.

[Signature Page Follows]

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

**ASSIGNOR:**

**Baja By Fountain, Inc.**

  
.....  
(signature)

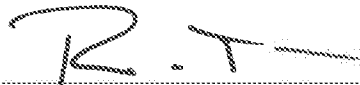
By: Joseph G. Wortley  
(printed name)

Title: Manager

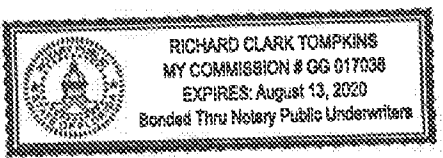
STATE OF FLORIDA )  
 ) ss.  
COUNTY OF PALM BEACH )

On this 10th day of July, 2018, the above named individual, to me known to be an authorized representative of Baja By Fountain, Inc. described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

  
.....  
Notary Public

My Commission Expires:



ASSIGNEE:

Iconic Marine Group, LLC

[Signature]  
(signature)

By: T J Klantz  
(printed name)

Title: Treasurer

STATE OF North Carolina )  
 ) ss.  
COUNTY OF Beaufort )

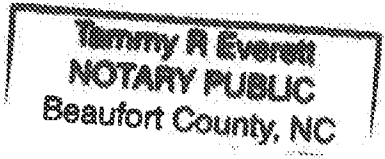
On this 25<sup>th</sup> day of ~~January~~ <sup>July</sup>, ~~2017~~ <sup>2018</sup>, the above named individual, to me known to be an authorized representative of Iconic Marine Group, LLC, described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

[Signature]  
Notary Public

My Commission Expires: 02/19/2022

Tammy R Everett



SCHEDULE A

U.S. TRADEMARK REGISTRATIONS/APPLICATIONS

TRADEMARK	REGISTRATION NO./ APPLICATION NO.	REGISTRATION DATE/ FILING DATE
BAJA	975381	December 25, 1973
SPEED CHANGES YOU	2529513	January 15, 2002