

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM495962

|   |  |                            |  |
|---|--|----------------------------|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                         |                            |  |
| <b>NATURE OF CONVEYANCE:</b>  | MERGER AND CHANGE OF NAME              |                            |  |
| <b>EFFECTIVE DATE:</b>  | 03/30/2012                             |                            |  |
| <b>CONVEYING PARTY DATA</b>   |  |                            |  |
| <b>Name</b>   | <b>Formerly</b>                        | <b>Execution Date</b>      | <b>Entity Type</b>                     |
| Fuss & O'Neill Technologies, LLC  |  | 03/30/2012                 | Limited Liability Company: CONNECTICUT |
| <b>NEWLY MERGED ENTITY DATA</b>   |  |                            |  |
| <b>Name</b>   | <b>Execution Date</b>                  | <b>Entity Type</b>         |  |
| Online Mooring, LLC   | 03/30/2012                             | Limited Liability Company: |  |
| <b>MERGED ENTITY'S NEW NAME (RECEIVING PARTY)</b>   |  |                            |  |
| <b>Name:</b>  | Online Mooring, LLC                    |                            |  |
| <b>Street Address:</b>  | 76 Pratt ST                            |                            |  |
| <b>City:</b>  | Glastonbury                            |                            |  |
| <b>State/Country:</b>   | CONNECTICUT                            |                            |  |
| <b>Postal Code:</b>   | 06033                                  |                            |  |
| <b>Entity Type:</b>   | Limited Liability Company: CONNECTICUT |                            |  |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                            |  |
| <b>Property Type</b>  | <b>Number</b>                          | <b>Word Mark</b>           |  |
| <b>Registration Number:</b>   | 3714741                                | ONLINE MOORING             |  |
| <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>   | 8603773708                             |                            |  |
| <b>Email:</b>   | jboyd@onlinemooring.com                |                            |  |
| <b>Correspondent Name:</b>  | John Boyd                              |                            |  |
| <b>Address Line 1:</b>  | 76 Pratt ST                            |                            |  |
| <b>Address Line 4:</b>  | Glastonbury, CONNECTICUT 06033         |                            |  |
| <b>NAME OF SUBMITTER:</b>   | John Boyd                              |                            |  |
| <b>SIGNATURE:</b>   | /johnboyd/                             |                            |  |
| <b>DATE SIGNED:</b>   | 10/30/2018                             |                            |  |

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**Total Attachments: 7**

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**ASSIGNMENT AND ASSUMPTION OF  
TRADEMARK AGREEMENT**

This **ASSIGNMENT AND ASSUMPTION OF TRADEMARK AGREEMENT** (this "Agreement") is made and entered into effective as of March 30, 2012, by and between **FUSS & O'NEILL TECHNOLOGIES, LLC**, a Connecticut limited liability company (the "Assignor"), and **ONLINE MOORING, LLC**, a Connecticut limited liability company ("Assignee").

**W I T N E S S E T H:**

WHEREAS, the Assignee and the Assignor, have executed and delivered an Asset Purchase Agreement, dated as of March 30, 2012 (the "Asset Purchase Agreement"), pursuant to which, among other things, the Assignor has agreed to sell to the Assignee, and the Assignee has agreed to purchase from the Assignor, the Purchased Assets (this and other capitalized terms not otherwise defined herein shall have the meaning assigned in the Asset Purchase Agreement) and to enter into certain other arrangements;

WHEREAS, the Assignor holds the trademark used by Assignor in the Business;

WHEREAS, in connection with the transactions contemplated by the Asset Purchase Agreement, the Assignee and the Assignor desire that all of the Assignor's respective right, title and interest in and to the Trademark set forth on Exhibit A, attached hereto and made a part hereof (the "Trademark"), be assigned and transferred to the Assignee as provided in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the other agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto agree as follows:

1. Assignment of Trademark Rights. The Assignor hereby assigns, sells, conveys, delivers and transfers to the Assignee all of Assignor's respective right, title and interest in and to the Trademark, together with the goodwill of the Business connected with the use thereof (as applicable) and symbolized thereby and together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for the Assignee's own use and benefit, in accordance with the Asset Purchase Agreement, and for the use and benefit of the Assignee's successors and assigns.

2. Further Assurances. The Assignor hereby agrees to execute all appropriate, necessary and customary forms and use all commercially reasonable efforts to assist the Assignee, at the Assignee's request from time to time (the reasonable cost and expense of which shall be paid by the Assignee unless such action results from a breach of the Asset Purchase Agreement or this Agreement by the Assignor), to secure the rights assigned hereby and to obtain and/or transfer patent, copyright, trademark or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights. The Assignor will promptly transfer all files and

papers in its possession relating to such applications and registrations to the Assignee after the execution of this Agreement.

3. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut without regard to any applicable principles of conflicts of laws.

4. Venue. Each party hereby designates the Superior Court for the Judicial District of Hartford/New Britain or the United States District Court for the District of Connecticut, as the exclusive courts of proper jurisdiction and venue of and for any and all lawsuits or other legal proceedings relating to this Assignment; hereby irrevocably consents to such designation, jurisdiction and venue; and hereby waives any objection or defense relating to jurisdiction or venue with respect to any lawsuit or other legal proceeding initiated in or transferred to the Superior Court for the Judicial District of Hartford/New Britain or the United States District Court for the District of Connecticut.

5. Counterparts/Facsimiles. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties hereto and delivered to the other party. This Agreement may be executed by facsimile transmission and such facsimile shall be valid and binding to the same extent as if it was an original.

6. Successors and Assigns. This Agreement shall be binding upon and inure solely to the benefit of each party hereto and their respective successors under the Asset Purchase Agreement, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other third party any rights, interests, benefits or remedies of any nature whatsoever under or by reason of this Agreement. Any assignment of this Agreement by Seller shall not relieve Seller of any payment or other obligation pursuant to this Agreement.

7. Descriptive Headings. The descriptive headings herein are inserted for convenience only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

8. Severability. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the Parties shall negotiate in good faith with a view to the substitution therefor of a suitable and equitable solution in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid provision; provided, however, that the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be in any way impaired thereby, it being intended that all of the rights and privileges of the Parties hereto shall be enforceable to the fullest extent permitted by law.

9. Entire Agreement. This Agreement is subject to all of the terms, conditions and limitations set forth in the Asset Purchase Agreement, and together with the Asset

Purchase Agreement, constitutes the entire agreement of the Parties hereto, and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.

10. Conflicts. Notwithstanding anything to the contrary contained in this Agreement, in the event of any conflict between the terms of this Agreement and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.


*[Signature Page Follows]*

IN WITNESS WHEREOF, the Assignee and the Assignor have each caused this Assignment and Assumption of Trademark Agreement to be duly executed as of the date first written above by their duly authorized representatives.

**ASSIGNOR:**

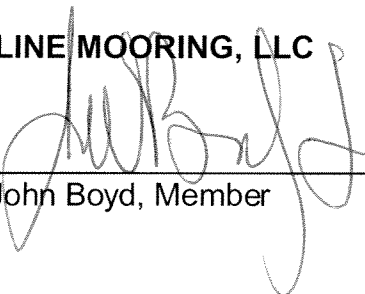
**FUSS & O'NEILL TECHNOLOGIES, LLC**

By: Fuss & O'Neill, Inc.,  
Its Sole Manager

By:   
Peter H. Grose, Chief Executive Officer  
and President

**ASSIGNEE:**

**ONLINE MOORING, LLC**

By:   
John Boyd, Member







**EXHIBIT A**  
**TRADEMARK**

| Trademark      | Registration No. | Country |
|----------------|------------------|---------|
| ONLINE MOORING | 3714741          | USA     |