

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM505975

<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>
Carver Industries, Inc.		10/26/2018	Corporation: SOUTH CAROLINA
John F. Kelaher		10/26/2018	INDIVIDUAL: UNITED STATES
John F. Kelaher Revocable Trust		10/26/2018	Trust: UNKNOWN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Covercraft Industries, LLC		
<b>Street Address:</b>	2101 Rosecrans Avenue, Suite 4275		
<b>Internal Address:</b>	c/o Century Park Capital Partners		
<b>City:</b>	El Segundo		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90245		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3364693	YOU CAN JUDGE A BOAT BY ITS COVER!	
<b>Registration Number:</b>	4532755	YOU CAN JUDGE A BOAT BY ITS COVER!	
<b>Registration Number:</b>	3650340	PERFORMANCE POLY-GUARD	
<b>Registration Number:</b>	3135315		
<b>Registration Number:</b>	4764983	SUN-DURA	
<b>Serial Number:</b>	87516168	THE BEST COVERS UNDER THE SUN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4155911400		
<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>	415-591-1000		
<b>Email:</b>	trademarksSF@winston.com		
<b>Correspondent Name:</b>	Becky L. Troutman, c/o Winston & Strawn		
<b>Address Line 1:</b>	101 California Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		

CH \$165.00 3364693

<b>ATTORNEY DOCKET NUMBER:</b>	201035.00001
<b>NAME OF SUBMITTER:</b>	Sandra Owen
<b>SIGNATURE:</b>	/Sandra Owen/
<b>DATE SIGNED:</b>	01/15/2019

**Total Attachments: 8**

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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement (“IP Assignment”), is entered into and effective as of October 26, 2018, by and among Carver Industries, Inc., a South Carolina corporation (“Seller”), John F. Kelaher (“Kelaher”), individually and as Trustee of the John F. Kelaher Revocable Trust, dated November 7, 2012 (the “Kelaher Trust” and, collectively with Seller and Kelaher, the “Assignor”) and Covercraft Industries, LLC, a California limited liability company (“Buyer”). Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Buyer, Seller, Kelaher and the Kelaher Trust are parties to that certain Asset Purchase Agreement, dated as of the date hereof, by and among the parties hereto (the “Purchase Agreement”); and

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, which relates to, or is used or held for use in connection with, the Business (as defined in the Purchase Agreement), and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, in consideration of the promises and mutual agreements set forth in the Purchase Agreement, the parties hereto hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Buyer in perpetuity, and Buyer hereby accepts, all of Assignor’s worldwide right, title and interest in and to all Intellectual Property Assets, including without limitation the following (the “Assigned IP”):

(a) the copyrights and copyright registrations set forth on Schedule A hereto, all renewals and extensions thereof and all moral rights associated therewith;

(b) the trademarks, service marks, trade names, trademark registrations and applications and domain name registrations set forth on Schedule A hereto and all issuances, extensions and renewals thereof (the “Trademarks”), together with the ongoing and existing business of Assignor to which the Trademarks pertain and the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities

or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer and to issue applications for the Assigned IP to Buyer. Following the date hereof, upon Buyer's request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto. Without limiting the foregoing, Assignor shall do all things necessary, proper or advisable to reasonably assist Buyer in transferring all domain names that are Assigned IP, including as applicable and without limitation, placing each of the domain names in "unlocked" status and provide to Buyer the Internet domain name registrars' transfer authorization codes for each of the domain names and any other information required to effectuate the transfer of Assignor's right, title and interest in the domain names to Buyer.

3. Conflict with the Purchase Agreement. This IP Assignment is subject to and controlled by the terms of the Purchase Agreement, including all of the representations, warranties, covenants, indemnities and agreements set forth in the Purchase Agreement. In the event of a conflict between the terms and conditions of this IP Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this IP Assignment, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Purchase Agreement or the survival thereof.

4. Enforceability. If any provision of this IP Assignment or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

5. Governing Law. This IP Assignment shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

6. Entire Agreement. This IP Assignment and each of the documents expressly referred to herein embody the complete agreement and understanding among the parties hereto with respect to the subject matter hereof and supersede and preempt any prior understandings, agreements or representations by or among the parties hereto, written or oral, which may have related to the subject matter hereof in any way.

7. Amendment; Waiver. This IP Assignment may only be amended, modified or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this IP Assignment or, in the case of waiver, by the party or parties waiving compliance.

8. Counterparts. This IP Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This IP Assignment and any amendments hereto, to the extent signed and delivered by means of digital imaging and electronic mail or a facsimile machine, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

9. Headings. The section headings contained in this IP Assignment are inserted for convenience only and shall not affect in any way the meaning or interpretation of this IP Assignment.

10. No Third Party Beneficiaries. This IP Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IP Assignment.

(Remainder of Page Intentionally Left Blank; Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the day and year first above written.

**BUYER:**

COVERCRAFT INDUSTRIES, LLC

By: 

Name: Mark Korros

Its: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the day and year first above written.

SELLER:

CARVER INDUSTRIES, INC

By:

Name: John F. Kelaher

Its: President

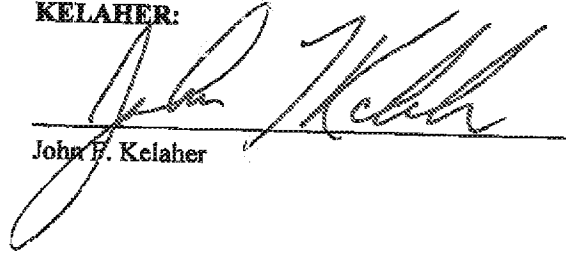
A handwritten signature in black ink, appearing to read "John F. Kelaher", is written over a horizontal line. The signature is stylized and cursive.

*Signature Page – Intellectual Property Assignment Agreement*

**TRADEMARK**  
**REEL: 006525 FRAME: 0242**

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the day and year first above written.

**KELAHER:**



John F. Kelaher

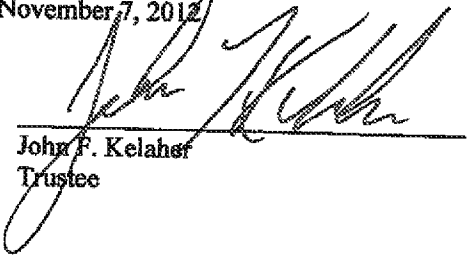
*Signature Page – Intellectual Property Assignment Agreement*



IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the day and year first above written.

KELAHER TRUST:

JOHN F. KELAHER REVOCABLE TRUST,  
dated November 7, 2012

By:   
Name: John F. Kelaher  
Its: Trustee

*Signature Page -- Intellectual Property Assignment Agreement*

TRADEMARK  
REEL: 006525 FRAME: 0244

## SCHEDULE A

### ASSIGNED IP

#### Copyrights

- US Copyright Certificate of Registration No. TX7-585-849 issued July 6, 2012 for Automated Data Base Title Selection Guide.
- Certificate of Registration No. VA1-959-270 issued June 14, 2012 for Carver Industries FTP Site Images

#### Trademarks

- US Trademark Registration No. 3,364,693, registered January 8, 2008, “You Can Judge A Boat By Its Cover!”
- US Trademark Registration No. 4,532,755 registered May 20, 2004, “You Can Judge A Boat By Its Cover!”
- US Trademark Registration No. 3,650,340 registered July 7, 2009 for “Performance Poly-Guard.”
- US Trademark Registration No. 3,135,315 registered August 29, 2006 for logo.
- US Trademark Registration No. 4,764,983 registered June 30, 2015 for “sun-DURA.”
- US Trademark Application Serial No. 87516168 filed March 27, 2018, “The Best Covers Under The Sun.”

#### Domain Names

Carverbiminitops.com  
Carverboatcovers.com  
Carvercovers.com  
Carvercovers.info  
Carvergrillcovers.com  
Carverindustriesinc.com  
Carverpatiocovers.com  
Carverpowersportscovers.com  
Carverrvcovers.com  
Carvertops.com  
Carvertops.net  
Carversearch.com