

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM519064

<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>
Wally Yachts SA		04/05/2019	Société Anonyme (Sa): LUXEMBOURG
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Munsmann S.à.r.l		
<b>Street Address:</b>	6C rue Gabriel Lippmann		
<b>City:</b>	L-5365 Munsbach		
<b>State/Country:</b>	LUXEMBOURG		
<b>Entity Type:</b>	Limited Liability Company: LUXEMBOURG		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1856693	WALLY	
<b>Registration Number:</b>	4618389	WALLY	
<b>Registration Number:</b>	4516890	WALLY	
<b>Registration Number:</b>	3070046	WALLY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3124199440		
<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>	312-380-6504		
<b>Email:</b>	dgurfinkel@dennemeyer-law.com		
<b>Correspondent Name:</b>	Daniel M. Gurfinkel		
<b>Address Line 1:</b>	Dennemeyer & Associates, LLC.		
<b>Address Line 2:</b>	2 North Riverside Plaza, Suite 1500		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Daniel M Gurfinkel		
<b>SIGNATURE:</b>	/daniel m gurfinkel/		
<b>DATE SIGNED:</b>	04/15/2019		
<b>Total Attachments: 10</b>			
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source=General\_AD\_Wally Yachts to Munsmann#page10.tif



Assignment Agreement dated 5/4, 2019

By and between

WALLY YACHTS S.A. (in bankruptcy), a public limited liability company (*societe anonyme*), governed by Luxembourg law, having its registered office at at 9, rue Pierre d'Aspelt, L-1142, Luxembourg, registered with the Luxembourg Register of Commerce and Companies, under number B 79548, here represented by Maître Alain RUKAVINA, Avocat a la Cour, established at 9, rue Pierre d'Aspelt, L-1142 Luxembourg, acting in his capacity of bankruptcy trustee pursuant to the decision of 23 December 2013 of the Tribunal d'Arrondissement de at a Luxembourg -

hereinafter "WYSA"

and

MUNSMANN SARL, a private limited liability company governed by Luxembourg law, having its registered office at 6C rue Gabriel Lippmann, L-5365 Munsbach, registered with the Luxembourg Register of Commerce and Companies, here represented by Luca Bassani Antivari, its Legal Representative hereinafter "Assignee"

#### Preamble

WHEREAS WYSA has transferred certain assets and intellectual property to Assignee,

WHEREAS WYSA is the registered owner of intellectual property right applications and/or registrations set out in Annex A, including the goodwill associated therewith, and the right to sue for past damages with respect to infringement of any of the foregoing (collectively, the "IP-Rights"),

AND WHEREAS Assignee has agreed to acquire the IP-Rights and WYSA is willing to assign the IP-Rights to Assignee upon the terms and conditions set out herein for all applicable territories, including without limitation the countries in which the said intellectual property rights are registered.

NOW THEREFORE, in view of the foregoing the parties agree to the following:

#### 1. Assignment and Transfer of the IP-Rights

- (1) WYSA hereby assigns in consideration of the nominal sum of 100 EUR (one hundred euro) all the rights in connection with the IP-Rights to Assignee for all applicable territories including without limitation the countries in which the said intellectual property rights are registered, and
- (2) Assignee has accepted the assignment and shall be registered as new owner.
- (3) WYSA represents and warrants that it is the owner of the IP-Rights.


- (4) This Assignment is effective as of the date of this Agreement. The Assignment is opposable to third parties and may be used in connection with the registration of Assignee as new owner of the IP Rights.

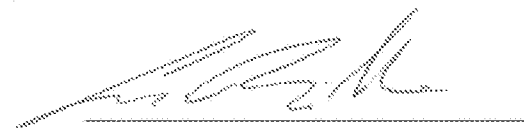
## 2. Miscellaneous

- (1) This contract is governed exclusively by Luxembourg law without giving effect to principles of conflict of laws.
- (2) The Luxembourg courts shall have exclusive jurisdiction and venue over disputes arising from or in connection with this agreement.
- (3) The parties are each aware of the risk that one or more terms of this agreement may, contrary to the current perception of the parties to this agreement, be unenforceable or void. In each such case, the parties would like to exclude any doubt as to the validity of this agreement. Should one or more conditions of this agreement, including this clause, entirely or partially be or become unenforceable or void or should this agreement, contain any omission, the remaining provisions of this agreement shall remain in effect. The occurrence of inapplicable or invalid provisions obligates the parties to replace these provisions with provisions which most closely reflect their commercial purpose.

WALLY YACHTS S.A. (in bankruptcy)

MUNSMANN S.à.r.l.

  
Name: Alain RUKAVINA  
Title: acting in his capacity of Curateur  
(official receiver) of Wally Yachts S.A. (in  
bankruptcy)

  
Name: Luca Bassani Antivari  
Title: Sole Manager

ANNEX A

Country	Appl. No.	Appl. Date	Reg. No.	Trademark Name	Reg. Date	Classes
Argentina	2953387	21/10/2009	2.388.010	WALLY (dev.)	27/08/2010	22
Argentina	2.953.389	21/10/2009	2.388.012	WALLY (dev.)	27/08/2010	28
Argentina	2.953.386	21/10/2009	2.388.009	WALLY (dev.)	27/08/2010	12
Argentina	2.953.388	21/10/2009	2.388.011	WALLY (dev.)	27/08/2010	25
Australia	602773	20/05/1993	602773	WALLY	02/02/1995	12
Australia	1117917	07/06/2006	1117917	WALLY	15/01/2007	12
Australia	1117918	07/06/2006	1117918	WALLY (dev.)	15/01/2007	12
Australia	602772	20/05/1993	602772	WALLYGATOR	26/10/1994	12
Austria	AM 2388/93	19/05/1993	148055	WALLY	02/07/1993	12
Azerbaijan	26091181	04/09/2009	20101531	WALLY (dev.)	29/12/2010	12, 22, 25, 28
Bahrain	41714	29/06/2004	41714	WALLY	14/11/2009	12
Benelux	00797603	17/05/1993	533715	WALLY	17/05/1993	12
Brazil	902043404	19/10/2009	902043404	WALLY (dev.)	25/09/2012	12
Canada	1512993	28/01/2011	1512993	WALLY (dev.)	24/01/2017	12, 20, 28
Chile	884679	11/11/2009	918221	WALLY (dev.)	16/05/2011	12, 22, 28
China	5383088	29/05/2006	5383088	WALLY (Chinese)	14/09/2009	28
China	5383090	29/05/2006	5383090	WALLY (Chinese)	24/05/2009	12
China	13491127	06/11/2013	13491127	WALLY (dev.)	28/01/2015	39
China	3951417	10/03/2004	3951417	WALLY (dev.)	21/01/2009	03
China	3951416	10/03/2004	3951416	WALLY (dev.)	07/02/2009	14
China	13491126	06/11/2013	13491126	WALLY (dev.)	07/04/2015	42
China	13491125	06/11/2013	13491125	WALLY (dev.)	07/04/2015	43
China	3951419	10/03/2004	3951419	WALLY (dev.)	21/01/2009	12
China	3951414	10/03/2004	3951414	WALLY (dev.)	07/06/2011	25

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Country	Appl. No.	Appl. Date	Reg. No.	Trademark Name	Reg. Date	Classes
China	7044423	07/11/2008	7044423	WALLY (dev.)	07/12/2013	28
China	3951413	10/03/2004	3951413	WALLY (dev.)	21/01/2009	09
China	3951415	10/03/2004	3951415	WALLY (dev.)	21/02/2009	18
Cyprus	69400	10/12/2003	69400	WALLY	23/04/2010	12
Czech Republic	198897	05/12/2003	265543	WALLY	25/08/2004	07, 09, 12, 28
Denmark	VA 1993 03208	18/03/1993	VR 1993 03542	WALLY	23/07/1993	12
Estonia	M200301851	04/12/2003	40533	WALLY	25/01/2005	09, 12, 28
Finland	226103	19/05/1993	133957	WALLY	05/09/1994	12
France	93473046	21/06/1993	93473046	WALLY	21/06/1993	12
France	103735117	03/05/2010	103735117	WALLY	03/05/2010	42
Georgia	AM54639/03	02/09/2009	M 20872	WALLY (dev.)	25/10/2010	12, 22, 25, 28
Germany	44490/12	21/05/1993	2065509	WALLY	24/05/1994	12
Greece	114.434	28/05/1993	114.434	WALLY	17/12/1996	12
Hong Kong	5797/99	06/05/1999	260003095AA	WALLY	21/02/2000	12, 25, 28
Hong Kong	300654679	07/05/2006	300654679	WALLY	13/12/2006	12, 28
Hong Kong	200218617	29/11/2002	200500193	WALLY (dev.)	17/01/2005	03, 09, 12, 14, 18, 25, 28
Hong Kong	19609-2002	16/12/2002	8115	WALLY (dev.)	21/10/2004	12
Hungary	M03 05320	05/12/2003	182909	WALLY	05/12/2005	09, 12, 28
India	1427425	07/03/2006	785637	WALLY	18/03/2009	09, 12, 28
India	1427424	07/03/2006	795137	WALLY (dev.)	31/03/2009	03, 14, 18, 25
Iran	8302711	04/05/2004	117583	WALLY	25/12/2004	12
Ireland	207203	17/05/1993	156115	WALLY	27/03/1995	12
Japan	2010-047930	17/06/2010	5362997	WALLY	22/10/2010	20
Japan	2006-53465	08/06/2006	5061254	WALLY	06/07/2007	12, 28
Japan	2007-55142	31/05/2007	5186851	WALLY (dev.)	05/12/2008	03, 09, 12, 14, 18, 25, 28

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Country	Appl. No.	Appl. Date	Reg. No.	Trademark Name	Reg. Date	Classes
Kazakhstan	47895	04/09/2009	34121	WALLY (dev.)	15/10/2010	12, 22, 25, 28
Kuwait	65323	24/07/2004	55636	WALLY	24/07/2004	12
Latvia	M-03-2081	08/12/2003	M54828	WALLY	20/04/2005	09, 12, 28
Liechtenstein	8766	14/05/1993	8766	WALLY	14/05/1993	12
Liechtenstein	14008	06/06/2006	14008	WALLY	06/06/2006	12
Liechtenstein	14009	06/06/2006	14009	WALLY (dev.)	06/06/2006	12
Lithuania	20032581	05/12/2003	50227	WALLY	13/04/2006	09, 12, 28
Malta	41295	12/12/2003	41295	WALLY	17/08/2004	28
Malta	41291	12/12/2003	41291	WALLY	17/08/2004	12
Mexico	603634	03/06/2003	854662	WALLY	08/10/2004	12
Mexico	1047861	17/11/2009	1141464	WALLY (dev.)	03/02/2010	25
Mexico	1047866	17/11/2009	1176179	WALLY (dev.)	26/08/2010	22
Monaco	26841	07/06/2006	6.25361	wally	31/08/2006	09, 12, 22, 28, 39, 41, 43
Monaco	14826	19/05/1993	9314790	WALLY	04/08/1993	12
Monaco	20728	07/05/1999	9920559	WALLY	23/07/1999	03, 09, 12, 14, 18, 22, 25, 28, 39, 41, 42, 43
Monaco	23797	28/11/2003	0323411	WALLY (dev.)	30/01/2003	03, 09, 12, 14, 18, 25, 28
New Zealand	309078	05/05/1999	1045158	WALLY	12/11/1999	25, 28
New Zealand	749225	08/06/2006	1045169	WALLY	11/01/2007	12, 28
New Zealand	227064	19/05/1993	227064	WALLY	09/02/1996	12
New Zealand	749226	08/06/2006	1045194	WALLY (dev.)	14/12/2006	12, 25, 28
Norway	200605959	09/06/2006	236544	WALLY	28/11/2006	12
Norway	199904414	04/05/1999	220939	WALLY	02/10/2003	03, 09, 14, 18, 22, 25, 28, 39, 41, 42
Norway	19932360	18/05/1993	163293	WALLY	16/06/1994	12

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Country	Appl. No.	Appl. Date	Reg. No.	Trademark Name	Reg. Date	Classes
Norway	200605978	29/11/2006	236568	WALLY (dev.)	29/11/2006	12
Oman	33692	28/06/2004	33692	WALLY	10/10/2005	12
Poland	Z-273717	10/12/2003	180362	WALLY	20/10/2006	09, 12, 28
Portugal	292124	26/05/1993	292124	WALLY	10/08/1994	12
Qatar	32864	28/06/2004	32864	WALLY (Arab characters)	11/06/2007	12
Russia	2005715535	27/06/2005	343820	WALLY	13/02/2008	09, 12, 28
Russia	2005715530	27/06/2005	313902	WALLY (dev.)	22/09/2006	03, 14, 18, 25
Saudi Arabia	89214	26/04/2004	783/31	WALLY	16/05/2005	12
Singapore	T06/11489D	13/06/2006	T06/11489D	WALLY	19/12/2006	12
Singapore	T06/11493B	13/06/2006	T06/11493B	WALLY	06/10/2006	28
Singapore	T99/04666E	06/05/1999	T99/04666E	WALLY	20/12/2000	42
Singapore	T99/04665G	06/05/1999	T99/04665G	WALLY	19/09/2002	41
Singapore	T99/04664I	06/05/1999	T99/04664I	WALLY	20/12/2000	39
Singapore	T99/04663J	06/05/1999	T99/04663J	WALLY	13/02/2003	28
Singapore	T99/04662B	06/05/1999	T99/04662B	WALLY	15/04/2003	25
Singapore	T99/04661D	06/05/1999	T99/04661D	WALLY	16/08/2000	22
Singapore	T99/04660F	06/05/1999	T99/04660F	WALLY	15/04/2003	18
Singapore	T99/04659B	06/05/1999	T99/04659B	WALLY	15/04/2003	14
Singapore	T99/04658D	06/05/1999	T99/04658D	WALLY	23/08/2000	12
Singapore	T99/04657F	06/05/1999	T99/04657F	WALLY	15/04/2003	09
Singapore	T99/04656H	06/05/1999	T99/04656H	WALLY	12/06/2003	03
Singapore	T018436G	29/11/2002	T0218436G	WALLY (dev.)	01/09/2003	12
Slovakia	3589-2003	09/12/2003	209283	WALLY	29/04/2005	09, 12, 28
Slovenia	2200371867	10/12/2003	200371867	WALLY	24/09/2004	09, 12, 28
South Korea	2006-2086	09/06/2006	45-0019477	WALLY	29/03/2007	12, 28
South Korea	45-1999-1881	29/07/1999	45-0002143	WALLY	01/12/2000	12
South Korea	27679/99	29/07/1999	40-0526883	WALLY	02/08/2002	25

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Country	Appi. No.	Appi. Date	Reg. No.	Trademark Name	Reg. Date	Classes
South Korea	27678/99	29/07/1999	40-0508147	WALLY	05/12/2001	22
South Korea	34999/99	17/09/1999	480133	WALLY	30/10/2000	09
South Korea	2006-30566	09/06/2006	2006-0697657	WALLY (dev.)	09/02/2007	12, 25, 28
South Korea	53293-2002	29/11/2002	596588	WALLY (dev.)	20/10/2004	03, 09, 12, 14, 18, 25, 28
Spain	1763655	26/05/1993	1763655	WALLY	05/02/1996	12
Sweden	4596/93	14/05/1993	256614	WALLY	18/03/1994	12
Switzerland	1217/2006	07/06/2006	548961	WALLY	09/08/2006	09, 12, 22, 28, 39, 41, 43
Switzerland	03704/1999	28/04/1999	464628	WALLY	03/09/1999	09, 22, 28, 39, 41, 42
Switzerland	2278/1993.6	05/03/1993	406009	WALLY	14/12/1993	12
Switzerland	1216/2006	07/06/2006	548456	WALLY (dev.)	20/07/2006	03, 12, 14, 18, 25, 28
Switzerland	10704/2002	19/12/2002	509023	WALLY (dev.)	02/04/2003	12
Taiwan	088022579	13/05/1999	00126632	WALLY	16/07/2000	42
Taiwan	088022578	13/05/1999	124164	WALLY	16/05/2000	41
Taiwan	088022577	13/05/1999	125088	WALLY	16/06/2000	39
Taiwan	088022585	13/05/1999	917445	WALLY	01/12/2000	25
Taiwan	088022584	13/05/1999	00908239	WALLY	01/10/2000	22
Taiwan	088022582	13/05/1999	00890982	WALLY	01/05/2000	14
Taiwan	088022581	13/05/1999	903543	WALLY	16/09/2000	12
Taiwan	095029851	09/06/2000	01271690	WALLY	16/07/2007	12, 28
Taiwan	091050234	28/11/2002	01108426	WALLY (dev.)	16/06/2004	07, 09
Taiwan	091050238	28/11/2002	01067227	WALLY (dev.)	16/11/2003	25
Taiwan	091050236	28/11/2002	01066409	WALLY (dev.)	16/11/2003	14
Taiwan	091050235	28/11/2002	01072966	WALLY (dev.)	01/12/2003	12
Taiwan	095029853	09/06/2006	01262164	WALLY (dev.)	01/05/2007	12, 25, 28
Tunisia	EE100382	23/02/2010	TN/E/2010/382	WALLY (dev.)	29/12/2010	12

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Country	Appl. No.	Appl. Date	Reg. No.	Trademark Name	Reg. Date	Classes
Turkey	2010/30653	10/03/2010	2010/30653	WALLY (dev.)	08/09/2011	12, 25, 28, 41, 42
Ukraine	M200913799	21/10/2009	135823	WALLY (dev.)	10/03/2011	12, 22, 25, 28
United Arab Emirates	60483	28/04/2004	49779	WALLY	28/12/2004	12
United Kingdom	1535627	14/05/1993	1535627	WALLY	18/03/1994	12
United States	74397284	03/06/1993	1856593	WALLY	04/10/1994	12
United States	85981554	26/09/2011	4618389	WALLY (dev.)	07/10/2014	41, 42
United States	85/432,289	26/09/2011	4516890	WALLY (dev.)	22/04/2014	25, 28
United States	78/189575	27/11/2002	3370046	WALLY (dev.)	21/03/2006	12, 28
Uzbekistan	MGU20091361	15/09/2009	MGU 21312	WALLY (dev.)	04/07/2011	12, 22, 25, 28
Venezuela	2009-021244	21/12/2009		WALLY (dev.)		12
Venezuela	2009-021245	21/12/2009	P307751	WALLY (dev.)	25/03/2011	28
Venezuela	2009-021247	21/12/2009	P307753	WALLY (dev.)	25/03/2011	25
Venezuela	2009-021246	21/12/2009	P307752	WALLY (dev.)	25/03/2011	22
Yemen	29940	27/06/2004	19957	WALLY	18/06/2005	12

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NOTARY PUBLIC STATEMENT

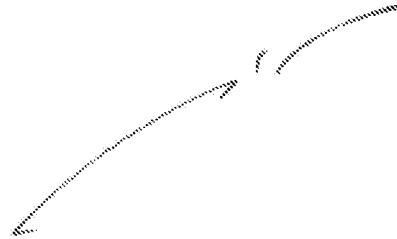
The undersigned notary public of Me Jean-Paul MEYERS, notary residing in L-4040 Esch-sur-Alzette, 7, rue Xavier Brasseur, Grand Duchy of Luxembourg,

hereby certifies that the signature above is the true signature, subscribed in his/her presence, of:

Mr. Alain Rukavina acting in his capacity of Curateur (official receiver) of Wally Yachts S.A. (in bankruptcy), born on 2 January 1956, Dudelange (Grand Duchy of Luxembourg), residing 9 Rue Pierre d'Aspelt, 1142 Luxembourg

Furthermore, having analyzed shown documents, the undersigned notary public certifies that on the date of execution of this document Mr. Alain Rukavina is empowered to individually represent and legally act for and on behalf of the company Wally Yachts S.A. (in bankruptcy), according to and based on the extract of the 5th April 2019 of the Luxembourg Trade and Company Register.

Esch-Sur-Alzette, 5 April 2019



M<sup>e</sup> Jean-Paul MEYERS  
Notaire

7, rue Xavier Brasseur  
L-4040 Esch/Alzette  
Tél: 54 15 71-1 Fax: 54 33 51  
secretariat@enm.lu

NOTARY PUBLIC STATEMENT

The undersigned notary public of Me Jean-Paul MEYERS, notary residing in L-4040 Esch-sur-Alzette, 7, rue Xavier Brasseur, Grand Duchy of Luxembourg, hereby certifies that the signature above is the true signature, subscribed in his/her presence, of:

Mr. Luca Bassani Antivari born on 24 November 1958 Milano (Italy), residing 8, rue Colonel Bellanbo du dastro, 98000 MONACO

Furthermore, having analyzed shown documents, the undersigned notary public certifies that on the date of execution of this document Mr. Luca Bassani Antivari is empowered to individually represent and legally act for and on behalf of the company Munsmann S.à.r.l., according to and based on the extract of the 5th April 2019 of the Luxembourg Trade and Company Register.

Esch-Sur-Alzette, 5 April 2019



M<sup>e</sup> Jean-Paul MEYERS  
Notaire

7, rue Xavier Brasseur  
L-4040 Esch/Alzette  
Tel: 54 15 71-1 Fax: 54 33 51  
secr@erarial@enm.lu