

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM535204

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900505362		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allen S Elefterion		7/16/19	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Douglas S Black		
Street Address:	4685 22nd Ave SE		
City:	Naples		
State/Country:	FLORIDA		
Postal Code:	34117		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5212801	BACKWATER ADVENTURE	
CORRESPONDENCE DATA			
Fax Number:	9043960663		
<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>			
Phone:	904-346-5567		
Email:	ipdocket@rtlaw.com		
Correspondent Name:	Joseph P. Kincart		
Address Line 1:	1301 Riverplace Blvd		
Address Line 2:	Suite 1500		
Address Line 4:	Jacksonville, FLORIDA 32207		
ATTORNEY DOCKET NUMBER:	BACKWATER		
NAME OF SUBMITTER:	Joseph P. Kincart		
SIGNATURE:	/J P Kincart/		
DATE SIGNED:	08/05/2019		
Total Attachments: 4			
source=TM Assignment v2- Executed#page1.tif			
source=TM Assignment v2- Executed#page2.tif			
source=TM Assignment v2- Executed#page3.tif			

AMENDED TRADEMARK ASSIGNMENT

This is a Trademark Assignment from **ALLEN S. ELEFTERION**, an individual residing in the State of Florida, U.S.A., with his address at 210 Centre Street, Fernandina Beach, Florida 32034 (the "ASSIGNOR"), to **DOUGLAS S. BLACK** an individual residing in the State of Florida, U.S.A., with his address at 4685 22nd Avenue SE, Naples, Florida 34117 (the "ASSIGNEE").

WITNESSETH

WHEREAS, ASSIGNOR assigned to ASSIGNEE all right, title, and interest in and to the Trademark by the instrumented entitled TRADEMARK ASSIGNMENT dated August 12, 2019, and ASSIGNOR wishes to bring that TRADEMARK ASSIGNMENT into compliance with the requirements of 15 U.S.C. § 1060(a) by assigning to ASSIGNEE the goodwill associated with the Trademark identified in Exhibit A attached hereto and incorporated herein by this reference (the "Trademark"). Other than the Trademark listed in Exhibit A, the term "Trademark" does not include any other trademark, service mark, trade name, word, slogan, logo, graphic and other indicia and all variations thereof that are used by ASSIGNOR or its affiliates, or any mark likely to be similar to or confused with any of the foregoing. The Trademark only includes the Trademark identified in Exhibit A as used with respect to the Backwater Adventure.

NOW, THEREFORE, in consideration of the Settlement of all claims, including proceeding No. 92,066,293 before the Trademark Trial and Appeal Board of the U.S. Patent and Trademark Office and *Black v. Elefterion, et al.*, Collier County Circuit Court Case No. 17-CA-241, between ASSIGNOR and ASSIGNEE, and as further described in the document entitled "SETTLEMENT AGREEMENT", and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, ASSIGNOR irrevocably, unconditionally and forever sells, assigns, transfers and conveys to ASSIGNEE all right, title and interest in and to the Trademark together with all past, present and future claims and causes of action that could have been asserted by ASSIGNOR for damages and equitable and other relief by reasons of infringement, dilution and all other unlawful acts by third parties and/or ASSIGNEE of the Trademark prior to execution of this Trademark Assignment, with the same right to sue for, and collect the same for ASSIGNEE's own use, benefit and for the use and benefit of its successors, assigns or other legal representative, whether such actions could have been brought in ASSIGNOR's name or in the names of others. ASSIGNOR irrevocably, unconditionally and forever sells, assigns, transfers and conveys to ASSIGNEE all right, title and interest in and to the Trademark together with all goodwill associated therewith and all past, present and future claims.

ASSIGNOR warrants that it has made no assignment, sale, agreement or encumbrance of the Trademark in connection with Backwater Adventure and it will not make or enter into any which would conflict with this sale, assignment, transfer and conveyance. EXCEPT FOR THE WARRANTIES STATED IN THE PRECEDING SENTENCE, THIS ASSIGNMENT IS A QUIT CLAIM ASSIGNMENT AND ASSIGNOR MAKES NO REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, AND ASSIGNEE TAKES AND RECEIVES THE ASSIGNMENT AND THE TRADEMARK AND REGISTRATION THEREFOR "AS IS" AND "WITH ALL FAULTS".

Except for the express assignment and transfer of the Trademark as used with respect to Backwater Adventure identified above, all other rights, title and interest in and to the Trademark is expressly reserved to and retained by ASSIGNOR. ASSIGNOR will continue to use the Trademark in a manner consistent with the Parties' concurrently executed Trademark Co-Existence Agreement, and ASSIGNOR retains all rights, title and interest in and to the Trademark with respect to those uses including the right to use the Trademark "Backwater Cat Adventure". ASSIGNOR and ASSIGNEE acknowledge that in connection with this Trademark Assignment, they are executing a Trademark Co-Existence Agreement governing the co-existence of ASSIGNEE's use of the Trademark as assigned hereunder and ASSIGNOR's use of the Trademark not assigned hereunder.

The Parties have executed this Trademark Assignment on the date indicated below.

Date: 7-16-19

ASSIGNOR:

Allen Elefterion
ALLEN S. ELEFTERION

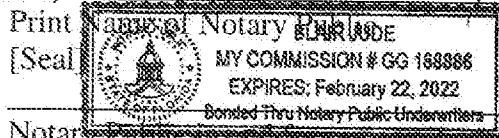
STATE OF FLORIDA §

COUNTY OF Nassau §

BEFORE ME, a Notary Public, on this day personally appeared Allen Elefterion who is known to me or who has produced his driver's license of the State of Florida having license number E 413017593290 as proof that he is the person whose name is subscribed to the foregoing Trademark Assignment and acknowledged to me that the same was his act, and that he has sworn to, subscribed to and executed the same for the purposes and considerations therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16 day of July, 2019.

Blair Jude Blair Jude



Notary Public in and for the State of Florida
My commission expires: February 22, 2022

Date: 8-2-19

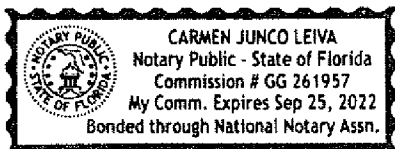
ASSIGNEE:

Douglas S. Black
DOUGLAS S. BLACK

STATE OF FLORIDA §
 §
COUNTY OF Miami-Dade §

BEFORE ME, a Notary Public, on this day personally appeared Douglas S. Black who is known to me or who has produced his driver's license of the State of Florida having license number B420-177-67-030-0 as proof that he is the person whose name is subscribed to the foregoing Trademark Assignment and acknowledged to me that the same was his act, and that he has sworn to, subscribed to and executed the same for the purposes and considerations therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd day of August, 2019.



Carmen Junco Leiva
Print Name of Notary Public
[Seal]
Carmen Junco Leiva
Notary Public in and for
the State of Florida
My commission expires: Sept. 25, 2022

Exhibit A

Trademark Registration

The term "Trademark" means the mark identified in the Registrations listed below.

Registration

The term "Registration" shall include the following registration for the mark identified below and registered on the Principal Register of the United States Patent and Trademark Office:

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Backwater Adventure	5,212,801	May 30, 2017