

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559099

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mayfly Group, LLC		11/01/2019	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Peachtree Asset Management Limited Partnership		
Street Address:	2643 Peyton Drive		
City:	Montrose		
State/Country:	COLORADO		
Postal Code:	81401		
Entity Type:	Limited Partnership: ARIZONA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4695664	MADE ON THE WATER	
Registration Number:	4902829	ROSS RAPID	
Registration Number:	4902828	ROSS EDDY	
Registration Number:	4819365	HONOR THE OUTDOORS	
Registration Number:	4928259	CRAFTED FOR CHAOS	
Registration Number:	5380824		
Registration Number:	5380823	CHARLTON	
CORRESPONDENCE DATA			
Fax Number:	7037125197		
<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:	7037125337		
Email:	jhowell2@mcguirewoods.com		
Correspondent Name:	Emily S. Voorheis, McGuireWoods LLP		
Address Line 1:	1750 Tysons Boulevard		
Address Line 2:	Suite 1800		
Address Line 4:	Tysons, VIRGINIA 22102		
NAME OF SUBMITTER:	Emily S. Voorheis		

OP \$190.00 4695664

SIGNATURE:	/Emily S. Voorheis/
DATE SIGNED:	01/27/2020
Total Attachments: 4 source=2020-1-25 Mayfly_Group_Peachtree-_Trademark_Assignment - signed dd#page1.tif source=2020-1-25 Mayfly_Group_Peachtree-_Trademark_Assignment - signed dd#page2.tif source=2020-1-25 Mayfly_Group_Peachtree-_Trademark_Assignment - signed dd#page3.tif source=2020-1-25 Mayfly_Group_Peachtree-_Trademark_Assignment - signed dd#page4.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“Trademark Assignment”), dated as of November 1, 2019, is made by and between Mayfly Group, LLC, a Nevada limited liability company (“Assignor”), and Peachtree Asset Management Limited Partnership, an Arizona limited partnership (“Assignee”).

WHEREAS, pursuant to that certain Consent of the Manager of Mayfly Group, LLC, dated as of the date executed by Assignor (the “Consent”), the parties desire to execute and deliver this Trademark Assignment to evidence Assignor’s conveyance, transfer and assignment to Assignee of certain intellectual property of Assignor for recording with the United States Patent and Trademark Office.

NOW THEREFORE, the parties 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 Assignee, and Assignee hereby assumes, all of Assignor’s right, title and interest in and to (i) the trademarks, trade names and all other related logos, graphics and variations of any of the foregoing, trademark applications and registrations, in each case, as identified and set forth on Schedule 1 attached hereto, and all common law rights associated with the foregoing, and (ii) all issuances, extensions and renewals thereof, in each case whether arising under the laws of the United States, any other country, or any treaty regime (collectively, the “Assigned Trademark Rights”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark Rights. The preceding assignment further includes the right to any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the Assigned Trademark Rights as well as any and all claims and causes of action against third parties arising from or with respect to any of the Assigned Trademark Rights, 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 throughout the world, 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 similar governmental and registration authorities to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such reasonable and necessary steps and actions, and provide such reasonable and necessary cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, exhibits, assignments, or other documents, as may be reasonably necessary to effect,

evidence or perfect the assignment of the Assigned Trademark Rights to Assignee, or any assignee or successor thereto as contemplated by Consent and this Trademark Assignment.

3. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4. Third Party Beneficiaries. Nothing in this Trademark Assignment is intended to or shall confer upon any Person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Trademark Assignment or any transaction contemplated by this Trademark Assignment.

5. Governing Law. This Trademark Assignment and the rights and obligations of the parties shall be governed by and shall be enforced and interpreted in accordance with the laws of the State of Delaware, without regard to conflicts of law doctrines.

6. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile or original) of signatures to this Trademark Assignment shall be deemed to be originals and shall be binding to the same extent as original signatures.

[signatures contained on following page]

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

ASSIGNOR:

Mayfly Group, LLC

By: David C. Drago

Name: David C. Drago

Title: Manager

ASSIGNEE:

Peachtree Asset Management Limited
Partnership

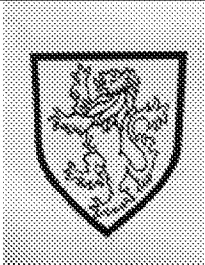
By: David C. Drago

Name: David C. Drago

Title: General Partner

Schedule 1

Trademarks:

Mark	Jurisdiction	Applicat ion Serial No.	Registra tion No.	Filing Date	Reg. Date	Status
MADE ON THE WATER	USA	8634551 2	4695664	July 23, 2014	March 3, 2015	Registe red
ROSS RAPID	USA	8654462 6	4902829	February 24, 2015	February 16, 2016	Registe red
ROSS EDDY	USA	8654461 6	4902828	February 24, 2015	February 16, 2016	Registe red
HONOR THE OUTDOORS	USA	8634564 6	4819365	July 23, 2014	September 22, 2015	Registe red
CRAFTED FOR CHAOS	USA	8634559 4	4928259	July 23, 2014	March 29, 2016	Registe red
 (design mark)	USA	8613754 9	5380824	Decembe r 6, 2013	January 16, 2018	Registe red
CHARLTON	USA	8613752 3	5380823	Decembe r 6, 2013	January 16, 2018	Registe red