

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579220

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CIBC BANK USA, as Administrative Agent for the Lenders		01/06/2020	Chartered Bank: ILLINOIS

RECEIVING PARTY DATA

Name:	Maurice Acquisition SPE
Street Address:	141 Jay Lane
City:	Graham
State/Country:	NORTH CAROLINA
Postal Code:	27253
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	4150605	SHORELINE MARINE
Registration Number:	4151691	SHORELINE MARINE
Registration Number:	3926538	CORDCRAFT
Registration Number:	5205312	PROPEL PADDLE GEAR BY SHORELINE MARINE
Registration Number:	5125877	PROPEL PADDLE GEAR BY SHORELINE MARINE
Registration Number:	3064875	SILVERLAKE
Registration Number:	5509535	BLACK BEARD
Registration Number:	3586998	BLAZE
Registration Number:	3700058	CELSIUS
Registration Number:	5638700	MUTINY
Registration Number:	4342304	R2F
Registration Number:	2206337	TROPHY TAMER
Serial Number:	88420492	VAULTX
Registration Number:	1285361	BLACK BEAUTY
Registration Number:	2956463	CALYPSO
Registration Number:	2352062	CEDAR KEY
Registration Number:	3887569	COMPETITOR

CH \$1015.00 4150605

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1934021	CRYSTAL RIVER
Registration Number:	2038152	CRYSTAL RIVER
Registration Number:	1150539	DANCO
Registration Number:	1171455	DANIELSON
Registration Number:	1669010	ECLIPSE
Registration Number:	1926560	ENVIROQUEST
Registration Number:	4828417	HAZE
Registration Number:	1808532	HURRICANE
Registration Number:	2094449	INVISIA-LEADER
Registration Number:	2468426	MATZUO AMERICA
Registration Number:	1705160	MICROLITE
Registration Number:	2324514	READY2FISH
Registration Number:	4540100	RIP-N ROLL
Registration Number:	2416810	ROYAL COACHMAN
Registration Number:	2980537	SICKLE
Registration Number:	1934913	SOUTH BEND
Registration Number:	3190665	SOUTH BEND
Registration Number:	3090603	TOTAL TACKLE
Registration Number:	2692908	WALLEYES ONLY
Registration Number:	5329300	WORM GEAR
Registration Number:	3909066	ZEN SERIES
Registration Number:	2534848	ZING TAIL
Registration Number:	0520150	SOUTH BEND

CORRESPONDENCE DATA

Fax Number: 9198216800

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.

Phone: 9198216785

Email: efrongello@smithlaw.com

Correspondent Name: Eva Gullick Frongello

Address Line 1: P.O. Box 2611

Address Line 4: RALEIGH, NORTH CAROLINA 27602

NAME OF SUBMITTER: Eva Gullick Frongello

SIGNATURE: /Eva Gullick Frongello/

DATE SIGNED: 06/02/2020

Total Attachments: 6

source=(Executed) FINAL US TM Assignment CIBC to MA#page1.tif

source=(Executed) FINAL US TM Assignment CIBC to MA#page2.tif

source=(Executed) FINAL US TM Assignment CIBC to MA#page3.tif
source=(Executed) FINAL US TM Assignment CIBC to MA#page4.tif
source=(Executed) FINAL US TM Assignment CIBC to MA#page5.tif
source=(Executed) FINAL US TM Assignment CIBC to MA#page6.tif

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT, dated as of January 6, 2020 (this “**Assignment**”), is made by and between CIBC Bank USA, as Administrative Agent for Lenders (“**Assignor**”), and Maurice Acquisition SPE, LLC, a Delaware limited liability company (“**Assignee**”). Assignor and Assignee may be referred to in this Agreement in the singular as “**Party**” and collectively as “**Parties**.”

WHEREAS, Assignor is the sole owner of the trademarks and related applications and registrations identified on Schedule I hereto (the “**Marks**”);

WHEREAS, the Parties desire that Assignor assign the Marks to Assignee; and

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor’s right, title and interest in, to and under the Marks.

NOW, THEREFORE, in consideration of the mutual promises made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms and subject to the conditions set forth herein, the parties hereto hereby agree as follows:

1. Assignor does hereby sell, convey, assign, transfer, and deliver unto Assignee, all its right, title, and interest in, to, and under the Marks, together with the goodwill, if any, of the business associated therewith and which is symbolized thereby, and all other rights secured under the laws of the United States and any other foreign country with respect to the Marks, and Assignee hereby accepts such sale, conveyance, assignment, transfer, and delivery. Assignor further sells, conveys, assigns, transfers, and delivers to Assignee all rights of Assignor to bring an action or seek any other remedy, whether at law or in equity, against any third party for past, present, or future infringement, dilution, tarnishment, blurring, or other misappropriation or unauthorized use of the Marks, including the right to bring an action or seek other remedy for past, present, and future infringement, dilution, tarnishment, blurring, or other misappropriation or unauthorized use, and all rights to recover or collect damages, including attorneys’ fees and enhanced damages, profits, and injunctive relief for infringement, dilution, tarnishment, blurring, confusion, unfair competition, or other misappropriation or unauthorized use, and Assignee hereby accepts such sale, conveyance, assignment, transfer, and delivery. Assignor hereby represents that it has not executed any prior assignments of its right, title, and interest, if any, in, to and under the Marks, and will not execute, any agreement in conflict with this Assignment.

2. Assignor hereby authorizes Assignee to file this Agreement or portions thereof and any other documents relating thereto with the U.S. Patent and Trademark Office for purposes of having this Agreement recorded therein and to place sole and exclusive right, title, and interest in and to such Marks in the name of Assignee.

3. This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues, and in all other respects, including as to validity, interpretation, and effect, by the laws of the State of North Carolina, without giving effect to the conflict of laws rules thereof.

4. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together will constitute one and the same instrument. This Agreement may not be amended or modified without the prior written agreement of both Parties hereto.

This Agreement is effective as to the date first written above.

[Signature Page Follows]

IN WITNESS WHEREOF, each of Assignor and Assignee have caused this instrument to be signed by its proper and duly authorized officer as of the date and year first written above.

ASSIGNOR:

CIBC BANK USA

By: [Signature]

Name: Todd Bernier

Title: Managing Director

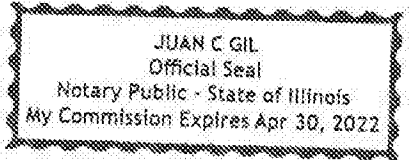
ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OF COOK)SS.
)

On the 30 day of April, 2020, before me personally appeared Todd Bernier, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same, and acknowledged the instrument to be for the uses and purposes mentioned in the instrument.

My Commission Expires: Apr 30, 2022

[Signature]
Notary Public
Printed Name: Juan Gil



IN WITNESS WHEREOF, each of Assignor and Assignee have caused this instrument to be signed by its proper and duly authorized officer as of the date and year first written above.

ASSIGNEE :

MAURICE ACQUISITION SPE, LLC

By: Patrick R. Harvey
Name: Patrick R. Harvey
Title: CFO + SECRETARY

ACKNOWLEDGMENT

STATE OF North Carolina
COUNTY OF Alamance

)
)SS. LAUREN S. BELLMAN
) NOTARY PUBLIC
ALAMANCE COUNTY, N.C
My Commission Expires 7/30/2022

On the 18 day of May, 2020, before me personally appeared Patrick Harvey, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same, and acknowledged the instrument to be for the uses and purposes mentioned in the instrument.

My Commission Expires: 7/30/2022

Lauren S. Bellman
Notary Public
Printed Name: Lauren S. Bellman

SCHEDULE I
TO
TRADEMARK ASSIGNMENT AGREEMENT

1. REGISTERED TRADEMARKS

TRADEMARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
SHORELINE MARINE	US	4150605	05/29/2012
SHORELINE MARINE	US	4151691	05/29/2012
CORDCRAFT	US	3926538	03/01/2011
PROPEL PADDLE GEAR BY SHORELINE MARINE	US	5205312	05/16/2017
PROPEL PADDLE GEAR BY SHORELINE MARINE	US	5125877	01/17/2017
SILVERLAKE	US	3064875	03/07/2006
BLACK BEARD	US	5509535	07/03/2018
BLAZE	US	3586998	03/10/2009
CELSIUS	US	3700058	10/20/2009
MUTINY	US	5638700	12/25/2018
R2F	US	4342304	05/28/2013
TROPHY TAMER	US	2206337	12/01/1998
VAULTX	US	APPLICATION NO. 88420492	NOT YET REGISTERED
BLACK BEAUTY	US	1285361	07/10/1984
CALYPSO	US	2956463	05/31/2005
CEDAR KEY AND DESIGN	US	2352062	05/23/2000
COMPETITOR	US	3887569	12/07/2010
CRYSTAL RIVER	US	1934021	11/07/1995
CRYSTAL RIVER	US	2038152	02/18/1997
DANCO	US	1150539	04/07/1981
DANIELSON	US	1171455	09/29/1981

TRADEMARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
ECLIPSE	US	1669010	12/17/1991
ENVIROQUEST	US	1926560	10/10/1995
HAZE	US	4828417	10/06/2015
HURRICANE	US	1808532	11/30/1993
INVISA-LEADER	US	2094449	09/09/1997
MATZUO AMERICA	US	2468426	07/10/2001
MICROLITE	US	1705160	08/04/1992
READY2FISH	US	2324514	02/29/2000
RIP-N ROLL	US	4540100	05/27/2014
ROYAL COACHMEN	US	2416810	01/02/2001
SICKLE	US	2980537	08/02/2005
SOUTH BEND	US	1934913	11/14/1995
SOUTH BEND	US	3190665	01/02/2007
TOTAL TACKLE	US	3090603	05/09/2006
WALLEYES ONLY	US	2692908	03/04/2003
WORM GEAR	US	5329300	11/07/2017
ZEN SERIES	US	3909066	01/18/2011
ZING TAIL	US	2534848	01/29/2002
SOUTH BEND DESIGN	US	520150	01/24/1950