

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM581305

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bayside Capital, Inc.		05/12/2020	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	H.I.G. Whitehorse Management, LLC		
Street Address:	1450 Brickell Avenue		
Internal Address:	31st Floor		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4392223		
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<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:	312-372-2000		
Email:	ipdocketmwe@mwe.com, jmikulina@mwe.com, eatkins@mwe.com, zbeal@mwe.com, ipdocketchicago@mwe.com		
Correspondent Name:	Jennifer M. Mikulina		
Address Line 1:	444 West Lake Street, Suite 4000		
Address Line 4:	Chicago, ILLINOIS 60606-0029		
ATTORNEY DOCKET NUMBER:	072265-0039		
NAME OF SUBMITTER:	Jennifer M. Mikulina		
SIGNATURE:	/Jennifer M. Mikulina/		
DATE SIGNED:	06/15/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is effective as of May 12, 2020, and is between Bayside Capital, Inc., a Florida corporation with an address of 1450 Brickell Avenue, 31st Floor Miami Florida 33131 (the "Assignor") and H.I.G. Whitehorse Management, LLC, a Delaware limited liability company with an address of 1450 Brickell Avenue, 31st Floor Miami Florida 33131 (the "Assignee"). _____

RECITALS

A. The Assignor is the owner of the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Marks");

B. The Assignor has agreed to transfer all of its right, title and interest in and to the Marks to the Assignee;

C. The Assignor has agreed to transfer substantially all of the assets of the business to which the Marks relate, and that such business is ongoing; and

D. The Assignor desires to assign all of its right, title and interest in and to the Marks to the Assignee and the Assignee desires to acquire the Marks.

AGREEMENTS

For the good and valuable consideration of \$10 USD, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns, all right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, together with that portion of Assignor's business to which the Marks pertain, and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Marks, to record this Trademark Assignment. The Assignor hereby further requests the Commissioner and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. Upon reasonable request by the Assignee, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to the Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce the Marks.

4. Unless contrary to the law of the jurisdiction in which the Assignment is being recorded, this Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (.pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

5. This Trademark Assignment shall be governed by and construed in accordance with the domestic laws of the State of Florida, U.S.A. without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Florida, U.S.A.

6. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

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

* * *

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

Bayside Capital, Inc.

By: 

Name: Richard Siegel
Its: Authorized Signatory

ASSIGNEE:

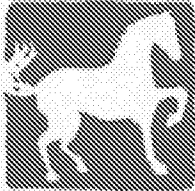
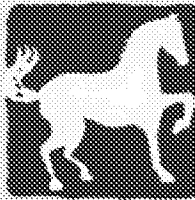

H.I.G. Whitehorse Management, LLC

By: 

Name: Richard Siegel
Its: Authorized Signatory

Schedule A

Trademark Applications and Registrations

Jurisdiction	Trademark	Serial / Application Number and Filing Date	Registration Number and Registration Date
U.S.	Design Only 	SN: 85831489 Filed: January 24, 2013	RN: 4392223 Registered: August 27, 2013
Switzerland	H.I.G. WHITEHORSE	AN: 11389/2019 Filed: August 29, 2019	RN: 742830 Registered: February 12, 2020
Switzerland	Design Only 	AN: 11433/2019 Filed: August 29, 2019	RN: 742867 Registered: February 13, 2020
Switzerland	H. I. G. WHITEHORSE and Design 	AN: 11434/2019 Filed: August 29, 2019	RN: 742832 Registered: February 12, 2020
United Kingdom	H.I.G. WHITEHORSE and Design	AN: 3424621 Filed: August 29, 2019	RN: 3424621 Registered November 22, 2019

Jurisdiction	Trademark	Serial / Application Number and Filing Date	Registration Number and Registration Date
			
United Kingdom	Design Only 	AN: 3424698 Filed: August 29, 2019	RN: 3424698 Registered November 22, 2019
European Union	H.I.G. WHITEHORSE	AN: 011882073 Filed: June 7, 2013	RN: 011882073 Registered: November 6, 2013
European Union	H.I.G. WHITEHORSE and Design 	AN: 011882181 Filed: June 7, 2013	RN: 011882181 Registered November 11, 2013
European Union	Design Only 	AN: 018117580 Filed: August 29, 2019	RN: 018117580 Registered: January 9, 2020