

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM634821

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900601756		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BHP Marine, LLC		01/28/2021	Limited Liability Company: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	T-H Marine Supplies, LLC		
<b>Street Address:</b>	200 Finney Drive		
<b>City:</b>	Huntsville		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	35824		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4616768	KOMO COVERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2565175285		
<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>	256-517-5140		
<b>Email:</b>	wbabcock@bradley.com		
<b>Correspondent Name:</b>	Stephen H. Hall		
<b>Address Line 1:</b>	200 CLINTON AVE. WEST		
<b>Address Line 2:</b>	SUITE 900		
<b>Address Line 4:</b>	HUNTSVILLE, ALABAMA 35801		
<b>ATTORNEY DOCKET NUMBER:</b>	00T272-401020		
<b>NAME OF SUBMITTER:</b>	Stephen H. Hall		
<b>SIGNATURE:</b>	/Stephen H. Hall/		
<b>DATE SIGNED:</b>	03/26/2021		
<b>Total Attachments: 4</b>			
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## EXECUTION

### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**Agreement**”) is made and entered into as of January 28, 2021 by and between (a) T-H Marine Supplies, LLC, a Delaware limited liability company (“**Buyer**”) and (b) BHP Marine, LLC, a North Carolina limited liability company (“**Seller**”), and (c) Richard D. Leaman, an individual (together with Seller, the “**Selling Parties**”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement (as defined herein).

WHEREAS, in connection with the consummation of the transactions contemplated by that certain Asset Purchase Agreement, dated as of January 28, 2021 (the “**Purchase Agreement**”), by and among the Buyer and each Selling Party, each Selling Party has agreed to assign to Buyer all of its right, title and interest in and to the Purchased IP.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Purchase Agreement, and such further mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Assignment. Subject and pursuant to the terms and conditions of the Purchase Agreement, each Selling Party hereby sells, assigns, conveys, transfers and delivers to Buyer all of such Selling Party’s right, title and interest in, to and under the Purchased IP, including the Purchased IP set forth on Schedule A attached hereto, together with the goodwill of the business connected with the use of, and symbolized by, the trademarks set forth on Schedule A, and Buyer hereby accepts such assignment.

2. Further Assurances. Each Selling Party authorizes the appropriate governmental officials to record and register this Agreement upon request by Buyer. At any time and from time to time, from and after the date hereof, each party hereto shall, at its own expense, execute and deliver such other instruments of transfer or assumption and take such other actions, in each case, as any other party may reasonably request to consummate more effectively the assignment and assumption contemplated by this Agreement.

3. Successors and Assigns. This Agreement shall be enforceable against, and shall inure to the benefit of, the respective successors and assigns of each of the parties.

4. Purchase Agreement. This Agreement is subject in all respects to the terms and conditions of the Purchase Agreement (which is hereby incorporated by reference as if fully set forth herein). For the avoidance of doubt, the parties hereto acknowledge and agree that the terms of the Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement will govern.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).


6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page follows]


IN WITNESS WHEREOF, the Selling Parties and Buyer have executed this Agreement effective as of the date set forth above.

**SELLING PARTIES:**

**SHIP MARINE, LLC.**


x By:   
Name: Richard D. Leaman

Title: Sole Member and Manager

x   
RICHARD D. LEAMAN

**BUYER:**

**T-H MARINE SUPPLIES, LLC**

By:   
Name: Jeffrey W. Bentley

Title: President and CEO

*Signature Page to Intellectual Property Assignment Agreement*

**SCHEDULE A**

**PURCHASED IP**

**Trademarks**

1. Komo Covers Trademark, Registration Number RN4616768, filed on February 12, 2014, with the United States Patent and Trademark Office

**Website Domains**

1. Anchoring.com
2. Anchoring.ca
3. KomoCovers.com
4. Norestar.com
5. BuyBoatLadders.com
6. TheCoverPlace.com
7. BruceAnchors.com
8. Boatwindlass.com