

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646539

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marquis Yachts, LLC		04/23/2021	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	KCS RE Acquisition Company, LLC		
Street Address:	804 Pecor Street		
City:	Oconto		
State/Country:	WISCONSIN		
Postal Code:	54153		
Entity Type:	Limited Liability Company: WISCONSIN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1938254	CARVER	
Registration Number:	2931708	MARQUIS	
CORRESPONDENCE DATA			
Fax Number:	4142735198		
<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:	4142733500		
Email:	emcguire@gklaw.com		
Correspondent Name:	Nicholas A. Kees; Godfrey & Kahn, S.C.		
Address Line 1:	833 E. Michigan Street, Suite 1800		
Address Line 4:	Milwaukee, WISCONSIN 53202-5615		
NAME OF SUBMITTER:	Nicholas A. Kees		
SIGNATURE:	/Nicholas A. Kees/		
DATE SIGNED:	05/11/2021		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, Marquis Yachts, LLC (the "Assignor"), a Minnesota limited liability company having an address of 8096 Excelsior Boulevard, Hopkins, MN 55343, is owner of all right, title, and interest in and to the trademarks identified in the Schedule of Trademarks attached hereto, associated trademark registrations, related common law rights, and the goodwill associated with the foregoing (collectively the "Assigned Trademarks");

WHEREAS, KCS RE Acquisition Company, LLC (the "Assignee"), a Wisconsin limited liability company having an address of 804 Pecor Street, Oconto, WI 54153, is acquiring certain real estate and other assets of Assignor, including the Assigned Trademarks, pursuant to the Real Estate Purchase Agreement dated February 19, 2021, by and between Assignor, Assignee and KCS International, Inc. (the "Purchase Agreement"); and

WHEREAS, in connection with such Purchase Agreement, Assignee is acquiring all rights throughout the world in and to the Assigned Trademarks and any applications and registrations therefor and common law rights therein, together with the goodwill of the business in connection with which the Assigned Trademarks are used and which is symbolized by the Assigned Trademarks, along with the right to recover damages and profits for past and future infringements thereof.

NOW, THEREFORE, for the good and valuable consideration set forth in the Purchase Agreement, the sufficiency of which is hereby acknowledged, effective as of ²³ ~~4-18~~ 4-23, 2021, Assignor sells, assigns, and transfers unto Assignee all right, title, and interest in and to the Assigned Trademarks, together with all common law rights therein and the goodwill of the business in connection with which the Assigned Trademarks are used and which is symbolized by the Assigned Trademarks, throughout the world, all renewals thereof, and all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and profits for past and future infringements thereof.

The provisions of this Trademark Assignment are subject, in all respects, to the terms and conditions of the Purchase Agreement. Assignor agrees to execute any and all powers of attorney, assignments, declarations, affidavits, applications, and any other papers necessary to perfect all right, title and interest in Assignee upon reasonable request.

"ASSIGNOR":
MARQUIS YACHTS, LLC
By: *Robert Paumenier*
Name: Robert Paumenier
Title: PRESIDENT / CEO
Date: 4-19-2021

"ASSIGNEE":
KCS RE ACQUISITION COMPANY,
LLC
By: _____
Name: _____
Title: _____
Date: _____

INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, Marquis Yachts, LLC (the "Assignor"), a Minnesota limited liability company having an address of 8096 Excelsior Boulevard, Hopkins, MN 55343, is owner of all right, title, and interest in and to the trademarks identified in the Schedule of Trademarks attached hereto, associated trademark registrations, related common law rights, and the goodwill associated with the foregoing (collectively the "Assigned Trademarks");

WHEREAS, KCS RE Acquisition Company, LLC (the "Assignee"), a Wisconsin limited liability company having an address of 804 Pecor Street, Oconto, WI 54153, is acquiring certain real estate and other assets of Assignor, including the Assigned Trademarks, pursuant to the Real Estate Purchase Agreement dated February 19, 2021, by and between Assignor, Assignee and KCS International, Inc. (the "Purchase Agreement"); and

WHEREAS, in connection with such Purchase Agreement, Assignee is acquiring all rights throughout the world in and to the Assigned Trademarks and any applications and registrations therefor and common law rights therein, together with the goodwill of the business in connection with which the Assigned Trademarks are used and which is symbolized by the Assigned Trademarks, along with the right to recover damages and profits for past and future infringements thereof.

NOW, THEREFORE, for the good and valuable consideration set forth in the Purchase Agreement, the sufficiency of which is hereby acknowledged, effective as of April 23, 2021, Assignor sells, assigns, and transfers unto Assignee all right, title, and interest in and to the Assigned Trademarks, together with all common law rights therein and the goodwill of the business in connection with which the Assigned Trademarks are used and which is symbolized by the Assigned Trademarks, throughout the world, all renewals thereof, and all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and profits for past and future infringements thereof.

The provisions of this Trademark Assignment are subject, in all respects, to the terms and conditions of the Purchase Agreement. Assignor agrees to execute any and all powers of attorney, assignments, declarations, affidavits, applications, and any other papers necessary to perfect all right, title and interest in Assignee upon reasonable request.

"ASSIGNOR":
MARQUIS YACHTS, LLC

By: _____
Name: _____
Title: _____
Date: _____

"ASSIGNEE":
KCS RE ACQUISITION COMPANY,
LLC

BY: KCS INTERNATIONAL INC.,
ITS MANAGER

By: Mark Pedersen
Mark Pedersen, President

Date: _____

Schedule of Trademarks

COUNTRY	TRADEMARK	STATUS	APPLN NO.	APPLN DATE	REG NO.	REG. DATE
Argentina	CARVER	Registered	3230555	06-Mar-13	2648589	19-May-14
Australia	CARVER	Registered	1985895	30-Jan-19	1985895	23-Oct-19
Australia	CARVER	Registered	797608	17-Jun-99	797608	18-Aug-00
Australia	MARQUIS	Registered	958488	19-Jun-03	958488	20-Oct-03
Brazil	CARVER	Registered	821521233	29-Mar-99	821521233	12-Nov-02
Canada	CARVER	Registered	761401	09-Aug-94	TMA 444201	16-Jun-95
	CY CARVER					
Canada	YACHTS & DESIGN	Registered	1564919	20-Feb-12	TMA851582	24-May-13
Canada	MARQUIS	Registered	1182934	27-Jun-03	TMA669193	02-Aug-06
Canada	VOYAGEUR	Registered	199756	21-Jun-48	UCA029362	21-Jun-48
	CY CARVER					
China	YACHTS & DESIGN	Registered	10573928	06-Mar-12	10573928	07-Oct-13
China	CARVER	Registered	9900036992	12-Apr-99	1445428	14-Sep-00
	CARVER (CHINESE					
China	CHARACTERS)	Registered	13538336	14-Nov-13	13538336	14-Dec-15
China	MARQUIS	Registered	5768320	06-Dec-06	5768320	14-Sep-09
	MARQUIS					
	(CHINESE					
China	CHARACTERS)	Registered	8796912	01-Nov-10	8796912	14-Jan-14
China	YACHTSCAPE	Registered	12484203	25-Apr-13	12484203	28-Sep-14
China	YACHTSCAPE	Registered	12484202	25-Apr-13	12484202	28-Sep-14
China	YACHTSCAPE	Registered	12484201	25-Apr-13	12484201	28-Sep-14
	YACHTSCAPE IN					
	CHINESE					
China	CHARACTERS	Registered	12484200	25-Apr-13	12484200	28-Sep-14
	YACHTSCAPE IN					
	CHINESE					
China	CHARACTERS	Registered	12484199	25-Apr-13	12484199	28-Sep-14
	YACHTSCAPE IN					
	CHINESE					
China	CHARACTERS	Registered	12484198	25-Apr-13	12484198	28-Sep-14
	CY CARVER					
EUTM	YACHTS & DESIGN	Registered	010661288	21-Feb-12	010661288	20-Jul-12
EUTM	CARVER	Registered	018017605	30-Jan-19	018017605	17-Jul-19
EUTM	CARVER	Registered	1091198	01-Mar-99	1091198	10-Dec-01
EUTM	MARQUIS	Registered	003226834	16-Jun-03	003226834	18-Aug-04
Japan	CARVER	Registered	2017126301	21-Sep-17	6181563	20-Sep-19
Mexico	CARVER	Registered	1347701	12-Feb-13	1425622	13-Jan-14
Monaco	CARVER	Registered	27436	23-Mar-07	0725941	31-May-07
Monaco	MARQUIS	Registered	27437	23-Mar-07	0725942	31-May-07
Puerto Rico	CARVER	Pending	233231121	27-Feb-19		
Puerto Rico	MARQUIS	Registered	59871	27-Jun-03	59871	27-Jun-03
Russian						
Federation	CARVER	Registered	01735174	15-Nov-01	236505	24-Jan-03

United Kingdom	C Y CARVER YACHTS & DESIGN	Registered	UK00910661288	21-Feb-12	UK0091066128 8	20-Jul-12
United Kingdom	CARVER	Registered	UK00918017605	30-Jan-19	UK0091801760 5	17-Jul-19
United Kingdom	CARVER	Registered	UK00901091198	01-Mar-99	UK0090109119 8	10-Dec-01
United Kingdom	MARQUIS	Registered	UK00903226834	16-Jun-03	UK0090322683 4	18-Aug-04
United States of America	CARVER	Registered	74/574825	16-Sep-94	1938254	28-Nov-95
United States of America	MARQUIS	Registered	78200637	07-Jan-03	2931708	08-Mar-05
Venezuela	CARVER	Registered	1999006955	27-Apr-99	P249908	19-Dec-03

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