

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647502

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Great American Life Insurance Company		05/17/2021	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Charleston Harbor Holding Company, LLC		
Street Address:	301 E Fourth Street		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	Limited Liability Company: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4489780	CHARLESTON HARBOR FISH HOUSE	
Registration Number:	4673767	FISH HOUSE CHARLESTON HARBOR	
Registration Number:	4653599	FISH HOUSE CHARLESTON HARBOR	
CORRESPONDENCE DATA			
Fax Number:	5135796457		
<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>			
Email:	mjohnson@kmlaw.com		
Correspondent Name:	Margaret M. Johnson		
Address Line 1:	One East Fourth Street		
Address Line 2:	Suite 1400		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Margaret M. Johnson		
SIGNATURE:	/margaret m. johnson/		
DATE SIGNED:	05/17/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of May __, 2021, is made by Great American Life Insurance Company, an Ohio corporation (“**Assignor**”), in favor of Charleston Harbor Holding Company, LLC, a South Carolina limited liability company (“**Assignee**”).

WHEREAS, reference is made to that certain Stock Purchase Agreement by and among American Financial Group, Inc., an Ohio corporation (“**AFG**”), Great American Financial Resources, Inc., a Delaware corporation, and Massachusetts Mutual Life Insurance Company (“**Buyer**”), a mutual life insurance company organized under the laws of Massachusetts dated as of January 27, 2021 (the “**Stock Purchase Agreement**”);

WHEREAS, under the terms of the Stock Purchase Agreement, Seller will, prior to the closing of the transaction, transfer out-of-scope assets from Assignee to other affiliates of AFG, including certain intellectual property assets; and

WHEREAS, Assignor agrees to convey, transfer, and assign to Assignee certain intellectual property assets, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, Assignor agrees 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 all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations, trademark applications, and common law or unregistered rights in the trademarks set forth on Schedule I hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”) together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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, 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 to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take

such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Method of Execution. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. 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.

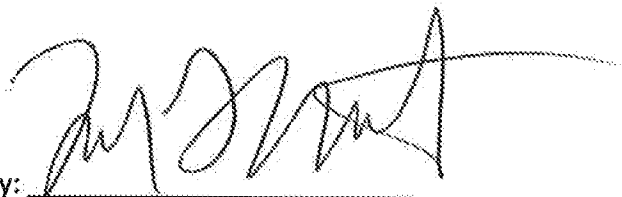
5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

ASSIGNOR:

**GREAT AMERICAN LIFE INSURANCE
COMPANY**


By: 

Name: MARK F. MUETHING

Title: President

ASSIGNEE:

**CHARLESTON HARBOR HOLDING COMPANY,
LLC**

By: 

Name: MARK F. MUETHING

Title: President

SCHEDULE 1

Assigned Trademarks

U.S. Federal Trademark Registrations

Mark/Application No./Registration No.	Owner Information	Full Goods/Services	Status/Key Dates
<p><u>CHARLESTON HARBOR FISH HOUSE</u> RN: 4489780 SN: 85889353 Disclaimer: "FISH HOUSE"</p>	<p>Great American Life Insurance Company (Ohio Corp.) Charleston Harbor Resort & Marina 2 Alhambra Plaza, Suite 1280 Coral Gables Florida 33134</p>	<p>Int'l Class: 43 (Int'l Class: 43) restaurant and bar services</p>	<p>Registered Supplemental Register 8 Accepted, April 8, 2020 Int'l Class: 43 First Use: June 6, 2013 Filed: March 28, 2013 Registered: February 25, 2014</p>
<p><u>FISH HOUSE CHARLESTON HARBOR and Design</u></p>  <p>RN: 4673767 SN: 85980963 Disclaimer: "FISH HOUSE CHARLESTON HARBOR"</p>	<p>Great American Life Insurance Company (Ohio Corp.) Charleston Harbor Resort & Marina 2 Alhambra Plaza, Suite 1280 Coral Gables Florida 33134</p>	<p>Int'l Class: 43 (Int'l Class: 43) restaurant and bar services</p>	<p>Registered 8 & 15, April 18, 2020 Int'l Class: 43 First Use: June 6, 2013 Filed: March 28, 2013 Registered: January 20, 2015</p>
<p><u>FISH HOUSE CHARLESTON HARBOR and Design</u></p>  <p>RN: 4653599 SN: 85889396 Disclaimer: "CHARLESTON HARBOR"</p>	<p>Great American Life Insurance Company (Ohio Corp.) C/O Brothers Property Management Corp. 2 Alhambra Plaza, Suite 1280 Coral Gables Florida 33134</p>	<p>Int'l Class: 25 (Int'l Class: 25) clothing, namely, shirts</p>	<p>Registered, December 9, 2014 Int'l Class: 25 First Use: June, 2013 Filed: March 28, 2013 Registered: December 9, 2014</p>

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