# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM650864

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
INVINCIBLE BOAT COMPANY LLC			Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	STELLUS CAPITAL INVESTMENT CORPORATION, as Administrative Agent
Street Address:	4400 Post Oak Parkway
Internal Address:	Suite 2200
City:	Houston
State/Country:	TEXAS
Postal Code:	77072
Entity Type:	Corporation: MARYLAND

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	90367692	INVINCIBLE
Registration Number:	6064071	INVINCIBLE

#### CORRESPONDENCE DATA

7043311159 Fax Number:

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.

7043311000 Phone:

Email: PTO TMconfirmation@mvalaw.com,

maryelizabethzaldivar@mvalaw.com

Moore & Van Allen PLLC **Correspondent Name:** Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700, ATTN: IP DEPARTMENT Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	036760.000251
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	06/01/2021

**TRADEMARK** REEL: 007311 FRAME: 0831

### **Total Attachments: 4**

- source=NGSI-T Invincible Boat Company LLC to Stellus Capital Investment Corporation, as Administrative Agent#page1.tif
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REEL: 007311 FRAME: 0832

**NOTICE** 

OF

#### GRANT OF SECURITY INTEREST

IN

#### **TRADEMARKS**

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of August 28, 2019 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the obligors party thereto (each an "Obligor" and collectively, the "Obligors") and Stellus Capital Investment Corporation, as administrative agent for the holders of the Secured Obligations referenced therein (in such capacity, the "Administrative Agent"), the undersigned Obligor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications shown below to the Administrative Agent for the ratable benefit of the holders of the Secured Obligations:

#### **TRADEMARKS**

Trademark No. Item Date of Trademark Registration

See Schedule 1

# TRADEMARK APPLICATIONS

TrademarkTitle of TrademarkDate of TrademarkApplications No.Applied ForApplications

See Schedule 1

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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TRADEMARK
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The Obligors and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

INVINCIBLE BOAT COMPANY LLC, as Obligor

By:\_\_\_\_\_

Name: John Dorton

Title:Chief Executive Officer

Acknowledged and Accepted:

STELLUS CAPITAL INVESTMENT CORPORATION, as Administrative Agent

By:	
Name:	
Title:	

The Obligors and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

> Very truly yours, INVINCIBLE BOAT COMPANY LLC, as Obligor By: \_\_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_

Acknowledged and Accepted:

STELLUS CAPITAL INVESTMENT CORPORATION,

as Administration Agent

Ву:\_\_\_\_\_\_ 

# Schedule 1

# Invincible Boat Company LLC (Delaware Limited Liability Company)

# **U.S. Trademarks**

# **Trademark Registrations**

Mark	Reg. No.	Reg. Date
INVINCIBLE	6064071	05/26/2020

# **Trademark Applications**

Mark	Appl. No.	Filing Date
INVINCIBLE and Design	90367692	12/08/2020

TRADEMARK REEL: 007311 FRAME: 0836

**RECORDED: 06/01/2021**