

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM650868

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
West Marine, Inc.		06/01/2021	Corporation: DELAWARE
West Marine Products, Inc.		06/01/2021	Corporation: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	Barclays Bank PLC, as Collateral Agent
<b>Street Address:</b>	745 Seventh Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	Public Limited Company: UNITED KINGDOM

## PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Serial Number:	76253371	BOTTOMSHIELD
Serial Number:	87717237	BLUEFUTURE
Serial Number:	88059688	BLACKTIP JETSPORTS
Serial Number:	85980078	BLACKTIP
Serial Number:	76278925	WEST MARINE
Serial Number:	77018648	THIRD REEF
Serial Number:	73762347	WEST MARINE
Serial Number:	73762046	WEST MARINE
Serial Number:	77564686	PURE OCEANS
Serial Number:	77921756	BLACKTIP
Serial Number:	78311818	WEST MARINE EXPRESS
Serial Number:	85515131	WEST MARINE FOR YOUR LIFE ON THE WATER
Serial Number:	75934525	PORT SUPPLY
Serial Number:	85515200	WEST MARINE FOR YOUR LIFE ON THE WATER
Serial Number:	85017500	PURE OCEANS
Serial Number:	85515196	WEST MARINE FOR YOUR LIFE ON THE WATER
Serial Number:	85452654	BLACKTIP

CH \$1065.00 76253371

Property Type	Number	Word Mark
Serial Number:	85515141	WEST MARINE FOR YOUR LIFE ON THE WATER
Serial Number:	85535052	BLACKTIP
Serial Number:	85535150	BLACKTIP
Serial Number:	85535067	BLACKTIP
Registration Number:	4491363	BLACKTIP
Serial Number:	87116192	WEST MARINE CONNECT
Serial Number:	76087899	SEAFIT
Serial Number:	73452776	1-800-BOATING
Serial Number:	76245135	
Serial Number:	78617157	WEST ADVANTAGE REWARDS
Serial Number:	73758185	SEAFIT
Serial Number:	76186383	SEAVOLT
Serial Number:	76049768	WEST ADVISOR
Serial Number:	87014975	CAPTAIN'S PICK
Serial Number:	87014983	CAPTAIN'S PICK YOUR BEST VALUE
Serial Number:	77323186	BLACKTIP
Serial Number:	87039593	WEST MARINE OUTLET
Serial Number:	87014980	CAPTAIN'S PICK YOUR BEST VALUE
Serial Number:	86968491	WEST MARINE PRO
Serial Number:	86786814	WEATHERPRO PLUS
Serial Number:	88782162	SEAVOLT
Serial Number:	88782163	SEAVOLT
Serial Number:	88782166	SEAVOLT
Serial Number:	88782169	SEAVOLT
Serial Number:	88827156	BLACKTIP

#### CORRESPONDENCE DATA

**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.*

**Phone:** 12123186532  
**Email:** alanagramer@paulhastings.com  
**Correspondent Name:** /s/ Alana Gramer  
**Address Line 1:** 200 Park Avenue  
**Address Line 2:** Paul Hastings LLP  
**Address Line 4:** New York, NEW YORK 10166

<b>NAME OF SUBMITTER:</b>	Alana Gramer
<b>SIGNATURE:</b>	/s/ Alana Gramer
<b>DATE SIGNED:</b>	06/01/2021

**Total Attachments: 10**

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## FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 1, 2021, (this “Agreement”), among West Marine, Inc. and West Marine Products, Inc., (each, a “Grantor”) and Barclays Bank PLC, as collateral agent (in such capacity, the “Collateral Agent”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement described below).

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of June 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Grantors party thereto and the Collateral Agent. The First Lien Lenders (as defined below) have extended credit to the Borrower (as defined in First Lien Credit Agreement, dated as of June 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “Credit Agreement”), among Marine One Parent, Inc., a Delaware corporation, Marine One Merger Sub, Inc., a Delaware corporation, Rising Tide Holdings, Inc., a Delaware corporation, the lenders from time to time party thereto (the “First Lien Lenders”) and Barclays Bank PLC, as administrative agent and collateral agent). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of its Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor, and regardless of where located (collectively, the “IP Collateral”):

all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto, and all goodwill of the business symbolized by the foregoing, but excluding any intent-to-use Trademark application prior to the filing and acceptance of a “Statement of Use”, “Declaration of Use”, “Amendment to Allege Use” or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of such security interest may impair the validity or enforceability, or result in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable Requirements of Law;

all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto

all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III;

all reissues, divisions, continuations, continuations-in-part, renewals, and extensions thereof; all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past and future infringements thereof; all rights to sue for past, present, and future infringements of the foregoing, including the right to settle

suits involving claims and demands for royalties owing; and all rights corresponding to any of the foregoing; and

all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

**SECTION 3. *Security Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

**SECTION 4. *Governing Law.*** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

WEST MARINE, INC.

WEST MARINE PRODUCTS, INC.

By: 

Name: Ken Seipel

Title: President and Chief Executive Officer

[SIGNATURE PAGE TO FIRST LEND INTELLECTUAL PROPERTY SECURITY AGREEMENT]

BARCLAYS BANK PLC,  
as the Collateral Agent

By:   
Name: Regina Tarone  
Title: Managing Director

**SCHEDULE I****U.S. REGISTERED TRADEMARKS**

<b>Trademark</b>	<b>Status</b>	<b>Application #</b>	<b>Filing Date</b>	<b>Registration #</b>	<b>Reg. Date</b>	<b>Owner</b>
BOTTOMSHIELD	Registered	76/253,371	2001-05-04	2,571,286	2002-05-21	West Marine Products, Inc.
BLUEFUTURE	Registered	87/717,237	2017-12-12	5791434	2019-07-02	West Marine Products, Inc.
BLACKTIP JETSPTS	Registered	88/059,688	2018-07-31	5999656	2020-03-03	West Marine Products, Inc.
BLACKTIP	Registered	85/980,078	2012-02-06	4,434,003	2013-11-12	West Marine Products, Inc.
WEST MARINE	Registered	76/278,925	2001-06-29	2,634,659	2002-10-15	West Marine Products, Inc.
THIRD REEF	Registered	77/018,648	2006-10-11	3,404,134	2008-04-01	West Marine Products, Inc.
WEST MARINE AND DESIGN	Registered	73/762,347	1988-11-07	1,584,237	1990-02-27	West Marine Products, Inc.
WEST MARINE AND DESIGN	Registered	73/762,046	1988-11-07	1,581,444	1990-02-06	West Marine Products, Inc.
PURE OCEANS	Registered	77/564,686	2008-09-08	3,605,774	2009-04-14	West Marine Products, Inc.
BLACKTIP	Registered	77/921,756	2010-01-27	4605682	2014-09-16	West Marine Products, Inc.
WEST MARINE EXPRESS & DESIGN	Registered	78/311,818	2003-10-09	2,970,021	2005-07-19	West Marine Products, Inc.
WEST MARINE FOR YOUR LIFE ON THE WATER	Registered	85515131	2012-01-12	4310284	2013-03-26	West Marine Products, Inc.
PORT SUPPLY	Registered	75/934,525	2000-02-24	2,423,443	2001-01-23	West Marine Products, Inc.
WEST MARINE FOR YOUR LIFE ON THE WATER	Registered	85/515,200	2012-01-12	4,310,287	2013-03-26	West Marine Products, Inc.

Schedule I

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**TRADEMARK  
REEL: 007311 FRAME: 0851**



Trademark	Status	Application #	Filing Date	Registration #	Reg. Date	Owner
(AND COLOR DESIGN)						
PURE OCEANS	Registered	85/017,500	2010-04-19	3,886,030	2010-12-07	West Marine Products, Inc.
WEST MARINE FOR YOUR LIFE ON THE WATER (AND COLOR DESIGN)	Registered	85/515,196	2012-01-12	4310286	2013-03-26	West Marine Products, Inc.
BLACKTIP	Registered	85/452,654	2011-10-20	4495221	2014-03-11	West Marine Products, Inc.
WEST MARINE FOR YOUR LIFE ON THE WATER	Registered	85/515,141	2012-01-12	4,310,285	2013-03-26	West Marine Products, Inc.
BLACKTIP	Registered	85/535,052	2012-02-06	4,502,197	2014-03-25	West Marine Products, Inc.
BLACKTIP	Registered	85/535,150	2012-02-06	4,502,199	2014-03-25	West Marine Products, Inc.
BLACKTIP	Registered	85/535,067	2012-02-06	4,502,198	2014-03-25	West Marine Products, Inc.
BLACKTIP	Registered	77982989	2010-01-27	4491363	2014-03-04	West Marine Products, Inc.
WEST MARINE CONNECT	Registered	87/116,192	2016-07-26	5,399,036	2018-02-13	West Marine Products, Inc.
SEAFIT	Registered	76/087,899	2000-07-12	2,627,296	2002-10-01	West Marine Products, Inc.
1-800-BOATING	Registered	73/452,776	1983-11-14	1,437,536	1987-04-21	West Marine Products, Inc.
ROPE DESIGN	Registered	76/245,135	2001-04-23	2,814,467	2004-02-17	West Marine Products, Inc.
WEST ADVANTAGE REWARDS	Registered	78/617,157	2005-04-26	3,221,434	2007-03-27	West Marine Products, Inc.

Exhibit A

Trademark	Status	Application #	Filing Date	Registration #	Reg. Date	Owner
SEAFIT	Registered	73/758,185	1988-10-17	1,594,851	1990-05-08	West Marine Products, Inc.
SEAVOLT	Registered	76/186,383	2000-12-21	2,567,071	2002-05-07	West Marine Products, Inc.
WEST ADVISOR	Registered	76049768	2000-05-16	2,739,458	2003-07-22	West Marine Products, Inc.
CAPTAIN'S PICK	Registered	87/014,975	2016-04-26	5,132,029	2017-01-31	West Marine Products, Inc.
CAPTAIN'S PICK YOUR BEST VALUE (AND DESIGN)	Registered	87/014,983	2016-04-26	5,212,010	2017-05-30	West Marine Products, Inc.
BLACKTIP	Registered	77/323,186	2007-11-07	3,731,932	2009-12-29	West Marine Products, Inc.
WEST MARINE OUTLET	Registered	87/039,593	2016-05-17	5,239,474	2017-07-11	West Marine Products, Inc.
CAPTAIN'S PICK YOUR BEST VALUE	Registered	87/014,980	2016-04-26	5,212,009	2017-05-30	West Marine Products, Inc.
WEST MARINE PRO	Registered	86/968,491	2016-04-07	5,312,413	2017-10-17	West Marine Products, Inc.
WEATHERPRO PLUS	Registered	86/786,814	2015-10-13	4,987,606	2016-06-28	West Marine Products, Inc.

#### U.S. TRADEMARK APPLICATIONS

Trademark	Status	Application #	Filing Date	Owner
SEAVOLT	Application	88/782,162	2020-02-02	West Marine Products, Inc.
SEAVOLT	Application	88/782,163	2020-02-02	West Marine Products, Inc.

Exhibit A

Trademark	Status	Application #	Filing Date	Owner
SEAVOLT logo	Application	88/782,166	2020-02-02	West Marine Products, Inc.
SEAVOLT logo	Application	88/782,169	2020-02-02	West Marine Products, Inc.
BLACKTIP	Allowed	88/827,156	2020-03-09	West Marine Products, Inc.

Exhibit A

**SCHEDULE II**

U.S. PATENTS: None

U.S. PATENT APPLICATIONS: None

Schedule II

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**TRADEMARK**  
**REEL: 007311 FRAME: 0855**

**SCHEDULE III**

**U.S. REGISTERED COPYRIGHTS**

<b>Title</b>	<b>Owner</b>	<b>Jurisdiction</b>	<b>Registration Date</b>	<b>Registration No.</b>
Tax exempt documentation and reporting system	West Marine, Inc.	U.S.	2000-08-30	TXu000971042
State by state rules for net operating losses	West Marine, Inc.	U.S.	2000-02-18	TXu000934974

U.S. COPYRIGHT APPLICATIONS: None