

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653120

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900618580		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Artelier Studio, LLC		04/30/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Baxter Marine Group II, LLC		
Street Address:	24031 South Tamiami Trail		
Internal Address:	Ste. 200		
City:	Bonita Springs		
State/Country:	FLORIDA		
Postal Code:	34134		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3726544	TRUPLUG	
CORRESPONDENCE DATA			
Fax Number:	4108415065		
<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:	4102660626		
Email:	jwall@hwlaw.com		
Correspondent Name:	Jonathan M. Wall		
Address Line 1:	200 Westgate Circle		
Address Line 4:	Annapolis, MARYLAND 21401		
NAME OF SUBMITTER:	Jonathan Wall		
SIGNATURE:	/Jonathan Wall/		
DATE SIGNED:	06/10/2021		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is entered into and effective on this 14th day of April, 2021, between ARTELIER STUDIO, LLC, 1580 Saratoga Avenue, Ventura, California 93005 ("Artelier" and "Assignor"), and BAXTER MARINE GROUP II, LLC ("Baxter" and "Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of the trademarks registered with the United States Patent And Trademark Office (the "USPTO"):

- a. TRUPLUG mark (standard characters) trademark (Registration No. 3726544).

WHEREAS, the Assignor desires to assign all of its rights under the aforesaid mark (the "Mark") to the Assignee, Baxter Marine Group II, LLC, a Florida limited liability company domiciled in the United States, with a principal office located at 24031 South Tamiami Trail, Ste. 200, Bonita Springs, Florida 34134.

NOW, THEREFORE, for and in consideration of the sum of \$1.00, as well as the recitals and the agreements set forth herein, the parties hereto do hereby agree as follows:

1. The Assignor warrants that it is the lawful owner of the Mark, that it has the sole and full right and authority to transfer all rights in and to said Mark, and that all rights to said Mark are transferred free and clear of all liens, encumbrances and adverse claims.
2. The Assignor warrants that there are no other assignments of rights of any kind related to the Mark.
3. The Assignor assigns its entire interest, the good will and all other rights in and to the Mark to the Assignee.
4. After the effective date of this Assignment the Assignor warrants that the Assignor will retain no rights with respect to the Mark and warrants, that the Assignor will immediately cease using the Mark, and that the Assignor will not challenge Assignee's use of the Mark.
5. The Assignor shall hold harmless and defend the Assignee from any and all claims of infringement related to the Mark that occurred prior to this Agreement, and shall indemnify the Assignee from any and all damages, judgments, costs, expenses (including reasonable attorneys fees) related thereto.
6. The Assignor agrees to take such other and further steps, as reasonably necessary, to accomplish the assignment of the Mark to the Assignee.

7. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

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

WITNESSED:

ASSIGNOR:

DATE:

[Signature]

ARTELIER STUDIO, LLC

By: [Signature]
Name: HENRY GOLDMAN
Title

4/30/2021

[Signature]

ASSIGNEE:
BAXTER MARINE GROUP II, LLC

By: [Signature]
Name: Frederick Heine
Title: Chairman

5/13/21

I hereby certify that on this 30 day of April, 2021, before me, the subscriber, a Notary Public in and for the State of California, personally appeared Henry Goldman, on behalf of ARTELIER STUDIO, LLC, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within Agreement, for the purposes and in the capacities herein contained.

Witness my hand and notarial seal.

[Signature]
Notary Public



My Commission expires:

I hereby certify that on this 3 day of May, 2021, before me, the subscriber, a Notary Public in and for the State of Florida, personally appeared Frederick Heine, on behalf of the Assignee, BAXTER MARINE GROUP II, LLC, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within Agreement, for the purposes and in the capacities herein contained.

Witness my hand and notarial seal.

[Signature]
Notary Public

My Commission expires: February 15, 2025

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