

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673172

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Copalo, Inc.		09/08/2021	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Yellowfin Yachts, LLC		
Street Address:	4700 NW 132nd Street		
City:	Opa-Locka		
State/Country:	FLORIDA		
Postal Code:	33054		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3426843	YELLOWFIN	
Registration Number:	5058854	YELLOWFIN	
Registration Number:	3426815	YELLOWFIN	
CORRESPONDENCE DATA			
Fax Number:	2127557306		
<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:	212-326-3939		
Email:	matthewwilliams@jonesday.com, mmisitigh@jonesday.com		
Correspondent Name:	Matthew Williams		
Address Line 1:	250 Vesey Street		
Address Line 4:	New York, NEW YORK 10281		
NAME OF SUBMITTER:	Melanie H. Misitigh		
SIGNATURE:	/Melanie H. Misitigh/		
DATE SIGNED:	09/08/2021		
Total Attachments: 5			
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Trademark Assignment

This TRADEMARK ASSIGNMENT (this “Assignment”) is made and entered into as of September 8, 2021 (the “Effective Date”) by and between Copalo, Inc., a Florida corporation (f/k/a Yellowfin Yachts, Inc.) (“Assignor”), and Yellowfin Yachts, LLC, a Delaware limited liability company (f/k/a ET Boat Holdings, LLC) (“Assignee”). Assignor and Assignee are sometimes individually referred to as a “Party” and, collectively, as the “Parties.” Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

RECITALS

- A. Assignor is the recorded owner with the United States Patent and Trademark Office of the trademark registrations and applications identified in the chart below (together with any and all goodwill associated therewith or symbolized thereby, the “Assigned Trademarks”);

Trademark	Country	Recorded Owner	Registration No. & Issue Date
	U.S.A.	Yellowfin Yachts, Inc.	3426843 May 13, 2008
YELLOWFIN	U.S.A.	Yellowfin Yachts, Inc.	5058854 October 11, 2016
YELLOWFIN	U.S.A.	Yellowfin Yachts, Inc.	3426815 May 13, 2008

- B. Pursuant to the Asset Purchase Agreement, dated June 1, 2021, among Assignor, Yellowfin Yachts, LLC, a Florida limited liability company, and Assignee (the “Asset Purchase Agreement”), Assignor sold to Assignee all of its rights, title and interest in and to the Acquired Assets, including the Assigned Trademarks as provided in the Asset Purchase Agreement; and
- C. The Parties wish to execute this Assignment for purposes of evidencing the transfer and assignment of the Assigned Trademarks pursuant to the Asset Purchase Agreement and to record such transfer and assignment with the United States Patent and Trademark Office.

AGREEMENT

In consideration of the mutual covenants and agreements set forth in the Asset Purchase Agreement and below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Assignment. Assignor acknowledges the grant, conveyance, transfer, and assignment to Assignee all of Assignor’s rights, title, and interest in and to the Assigned Trademarks pursuant to the Asset Purchase Agreement.
2. Recordation. Assignor authorizes and requests, at Assignee’s sole expense, the

United States Commissioner of Patents and Trademarks to record Assignee as the owner of the Assigned Trademarks and to issue all registrations for the Assigned Trademarks in the name of Assignee.

3. Further Assurances; Limited Power of Attorney. Assignor shall provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required), as are requested by Assignee in connection with (a) perfection of the rights assigned herein, including the preparation, execution, and delivery of all documentation which may be reasonably necessary to further document and record the assignment of the Assigned Trademarks made herein, (b) the enforcement or defense of any proceedings that may arise in connection with any of the Assigned Trademarks, this Assignment or the assignment made hereby, and (c) obtaining any additional protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country. Subject to any contrary terms of the Asset Purchase Agreement, if Assignee is unable for any reason, after reasonable effort, to secure the Assignor's signature on any document needed in connection with the actions specified above, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by the Assignor.

4. Counterparts. This Assignment shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns, and may be executed in one or more counterparts (including by .pdf delivery via email or by facsimile), each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

5. Governing Law.

(a) This Assignment, and the negotiation, execution, performance or nonperformance, interpretation, termination, construction and all matters based upon, arising out of or related to this Assignment, whether arising in Law or in equity, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to the foregoing matters, except for documents, agreements and instruments that specify otherwise, will be governed by and construed in accordance with the internal Laws of the State of Delaware, without giving effect to any choice or conflict of Law provision or rule.

(b) Any Action arising out of or based upon this Assignment or the transactions contemplated hereby shall be instituted exclusively in the United States District Court for the Southern District of Florida and any appellate court therefrom (unless the United States District Court for the Southern District of Florida declines to accept jurisdiction over a particular Action, in which case such Action shall be instituted exclusively in the Delaware Court of Chancery (and the appropriate appellate courts therefrom within the State of Delaware)), and each party irrevocably submits to the exclusive jurisdiction of such courts (and,


in the case of appeals, appropriate appellate courts therefrom) in any such Action. Service of process, summons, notice or other document by mail to such party's address set forth herein will be effective service of process for any such Action brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any Action in such courts and irrevocably waive and agree not to plead or claim in any such court that any such Action in any such court has been brought in an inconvenient forum. The parties hereto agree that a final judgment in any such Action will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law.

(c) THE PARTIES TO THIS ASSIGNMENT EACH HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS ASSIGNMENT OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS ASSIGNMENT OR ANY OF THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. THE PARTIES TO THIS ASSIGNMENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT THE PARTIES TO THIS ASSIGNMENT MAY FILE A COPY OF THIS ASSIGNMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

6. Purchase Agreement. This Assignment is being executed solely to give effect to the transactions contemplated by the Asset Purchase Agreement. Nothing in this Assignment, express or implied, is intended to, or will be construed to modify, expand or limit in any way the terms of the Asset Purchase Agreement or the grant, conveyance, transfer or assignment to Assignee of Assignor's rights, title, and interest in and to the Assigned Trademarks pursuant to the Asset Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the Asset Purchase Agreement will govern. Except as provided in the Asset Purchase Agreement, Assignor makes no representations or warranties, express or implied, either written or oral, at law or in equity, in respect of the Acquired Assets and the Assigned Trademarks, including with respect to any representation or warranty as to merchantability or fitness for any particular purpose, and any such other representations or warranties are hereby expressly disclaimed.

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Copalo, Inc., as Assignor

By: 
Name: WILLIE N. GULER
Title: PRESIDENT

NAI-1519812322v3

TRADEMARK
REEL: 007416 FRAME: 0405

Yellowfin Yachts, LLC, as Assignee

By: 

Name: Jeff Needles

Title: Chief Financial Officer and Vice
President

[Invincible --- Signature Page to Trademark Assignment]