

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM683048

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WINTRUST BANK, N.A.		10/21/2021	Chartered Bank: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BOTE HOLDINGS, LLC		
<b>Street Address:</b>	12598 Emerald Coast Pkwy W Unit 200		
<b>City:</b>	Miramar Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32550		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	BOTE, LLC		
<b>Street Address:</b>	12598 Emerald Coast Pkwy W Unit 200		
<b>City:</b>	Miramar Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32550		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4249141	BOTE	
<b>Registration Number:</b>	4954472	STAND APART	
<b>Registration Number:</b>	5157664	KULA	
<b>Registration Number:</b>	5664005	BOTE	
<b>Registration Number:</b>	5343078	POWERBOARD	
<b>Registration Number:</b>	5265922	GATORSHELL	
<b>Serial Number:</b>	87716002	ROVER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	erobinson@huntonak.com		
<b>Correspondent Name:</b>	Erika Robinson		
<b>TRADEMARK</b>			

CH \$190.00 4249141

**Address Line 1:** 600 Peachtree Street NE STE. 4100  
**Address Line 2:** c/o Hunton Andrews Kurth LLP  
**Address Line 4:** Atlanta, GEORGIA 30308

**NAME OF SUBMITTER:** Erika Robinson

**SIGNATURE:** /ErikaRobinson/

**DATE SIGNED:** 10/22/2021

**Total Attachments: 5**

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## RELEASE OF SECURITY INTERESTS IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release"), dated as of October 21, 2021, is made by **WINTRUST BANK, N.A.**, having a place of business at 231 S. LaSalle, 2nd Floor Chicago, IL 60603 ("Grantee") in favor of **BOTE HOLDINGS, LLC**, a Delaware limited liability company with a principal address of 12598 Emerald Coast Pkwy W Unit 200, Miramar Beach, FL 32550 ("Holdings"), and **BOTE, LLC**, a Florida limited liability company with a principal address of 12598 Emerald Coast Pkwy W Unit 200, Miramar Beach, FL 32550 ("BOTE", together with Holdings, and the other Subsidiaries of Holdings from time to time party to the Loan Agreement as borrowers, referred to herein collectively, as the "Grantors"). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement or the IP Security Agreement (as those terms are defined below).

WHEREAS, Grantors and Grantee are parties to that certain Loan and Security Agreement dated as of August 28, 2018 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement");

WHEREAS, Grantors and Grantee are parties to an Intellectual Property Security Agreement dated as of August 28, 2018 (the "IP Security Agreement"), recorded with (i) Trademark Division of the United States Patent and Trademark Office ("USPTO") beginning at Trademark Reel 6423, Frame 0709 and (ii) the Patent Division of the USPTO beginning at Patent Reel 046728, Frame 0812;

WHEREAS, Bote Destin LLC, a grantor under the Loan Agreement and IP Security Agreement, was dissolved on March 6, 2019;

WHEREAS, pursuant to the IP Security Agreement, the Grantors pledged to Grantee, a security interest (referred to in this Release as the "Security Interest") in each Grantor's right, title and interest in, to and under each Grantor's Intellectual Property Collateral (as defined below), including those Patents, Trademarks and Domain Names referred to on Schedule A hereto.

WHEREAS, Grantee has agreed to terminate and release all of its right, title and interest in or to the Intellectual Property Collateral, including the Security Interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Release of Lien. Grantee hereby terminates, extinguishes, cancels, releases and discharges any and all right, title and interest, including the Security Interest, in and to all of the following (collectively, the "Intellectual Property Collateral"):

- a. all U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, including without limitation those set forth on Schedule A attached hereto (collectively, the "Copyrights");
- b. all U.S. and foreign patents and patent applications, including without limitation those set forth on Schedule B attached hereto, including, without

limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the “Patents”);

- c. all U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and unregistered tradenames and trademarks, including without limitation those set forth on Schedule C attached hereto, and including, without limitation, all common-law rights related to, and goodwill of the business associated with the foregoing (collectively, the “Trademarks”);
- d. all domain names and registrations, including without limitation those set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the “Domain Names”);
- e. any and all claims and causes of action for past, present or future infringement of any of the foregoing, and any damages for infringement of the foregoing;
- f. any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights;
- g. any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and
- h. any and all products and proceeds of any of the foregoing.

Grantee hereby assigns, discharges, quit claims and relinquishes unto Grantors any and all right, title and interest it has in and to the Intellectual Property Collateral. Further, Grantee hereby authorizes (i) Grantors or their designee(s) to make filings with the United States Patent and Trademark Office and to take further actions necessary to evidence the release and termination of Grantee’s security interests in and liens on the Intellectual Property Collateral and (ii) the governing body of the United States Patent and Trademark Office to record this Release.

2. Further Assurances. Grantee shall take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, such cooperation and assistance (including, without limitation, the execution and delivery of any documents or other instruments), reasonably requested by the Grantors, and at Grantors’ cost and expense, to more fully and effectively effectuate the release of liens contemplated hereby.

3. Governing Law. This Release shall be construed in accordance with and governed by the laws of the State of Illinois, without regard to principles of conflicts of laws requiring application of the law of any other jurisdiction.

[Signature page follows]

IN WITNESS WHEREOF, Grantee has caused this Release to be executed and delivered by its duly authorized representative as of the date first above written.

WINTRUST BANK, N.A.

By: 

Name: Brigitte Hartnett

Title: Vice President

[Signature Page to Release of Security Interest in Intellectual Property]

**TRADEMARK**  
**REEL: 007468 FRAME: 0618**

**SCHEDULE A**

**COPYRIGHTS**

None.

**SCHEDULE B**

**PATENTS**

<b><u>Patent</u></b>	<b><u>Owner</u></b>	<b><u>Status in Patent Office</u></b>	<b><u>Federal Registration No.</u></b>	<b><u>Registration Date</u></b>
Stand Up Paddleboard with Paddle Sheath	BOTE, LLC	Patent Issued	US 9,187,157 B1	11/17/2015
Water Sports Board Carrying System	BOTE, LLC	Patent Issued	Serial Number: 62/139,608	1/8/2016
Utility and Design Patent for KULA	BOTE, LLC	Patent Issued		7/12/2016
Convertible Watercraft	BOTE, LLC	Patent Issued	10,011,329	7/3/2018
Recreational Watercraft and Method of Assembly	BOTE, LLC	Patent Issued	10,035,569	7/31/2018

**SCHEDULE C**

**TRADEMARKS**

Registered Trademarks

<b><u>Trademark</u></b>	<b><u>Owner</u></b>	<b><u>Status in Trademark Office</u></b>	<b><u>Federal Registration No.</u></b>	<b><u>Registration Date</u></b>
BOTE	BOTE LLC	Registered	US Serial Number: 85523154 US Registration Number: 4249141	11/17/2012
Stand Apart	BOTE LLC	Registered	US Serial Number: 86685232 US Registration Number: 4954472	5/10/2016
KULA	BOTE LLC	Registered	US Serial Number: 86900980 US Registration Number: 5157664	3/7/2017

BOTE	BOTE LLC	Registered	US Serial Number: 87333355  US Registration Number: 5664005	1/29/2019
Powerboard	BOTE LLC	Registered	US Registration Number: 5343078	11/21/2017
Gatorshell	BOTE LLC	Registered	US Registration Number: 5265922	8/15/2017

Pending Trademark Applications

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Serial No.</u>	<u>Application Date</u>
Rover	BOTE LLC	Pending	US Serial Number: 87716002	12/11/2017

**SCHEDULE D**

**DOMAIN NAMES**

<u>Domain Name</u>	<u>Registrant</u>
gatorproof.com	BOTE, LLC
kulacoolers.com	BOTE, LLC
kulacooler.com	BOTE, LLC
kulastuff.com	BOTE, LLC
standupforcleanup.com	BOTE, LLC
standup4cleanup.com	BOTE, LLC
standup4cleanup.org	BOTE, LLC
axepaddles.com	BOTE, LLC
boteboards.com	BOTE, LLC
supskiff.com	BOTE, LLC
supskiffs.com	BOTE, LLC
standandfish.com	BOTE, LLC
boteboard.com	BOTE, LLC