

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM685191

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sea-Dog Corporation		03/12/2021	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Patrick Industries, Inc.		
Street Address:	107 W. Franklin Street		
City:	Elkhart		
State/Country:	INDIANA		
Postal Code:	46515		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4536546	MAXBLAST	
Registration Number:	1915959	SEA-DOG	
Registration Number:	4170117	SEA-LECT DESIGNS	
Registration Number:	4170116	SEA-LECTDESIGNS	
Registration Number:	2015962	SEAHOOK	
Registration Number:	5466287	TRIPLE THREAT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	206-682-8100		
Email:	efiling@cojk.com		
Correspondent Name:	Ryan E. Dodge, Jr.		
Address Line 1:	1201 Third Avenue, Suite 3600		
Address Line 2:	Christensen O'Connor Johnson Kindness		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	3412-G001		
NAME OF SUBMITTER:	Ryan E. Dodge, Jr.		
SIGNATURE:	/Ryan E. Dodge, Jr./		
DATE SIGNED:	11/02/2021		

OP \$165.00 4536546

Total Attachments: 10

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated as of March 12, 2021 (this "IP Assignment"), is executed by and between SEA-DOG CORPORATION, a Washington Corporation ("Assignor") and Patrick Industries, Inc., an Indiana corporation, or a designated affiliate thereof, ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of the date hereof, by and among Assignee, Assignor, SEA-LECT PLASTICS CORPORATION ("Sea-Lect") (one of the designated Seller's in the Purchase Agreement) and certain of Assignor's and Sea-Lect's Sellers' Shareholders, Assignor has agreed to assign to Assignee (the designated Buyer under such Purchase Agreement) or its designee the Purchased Assets, which Purchased Assets are inclusive of all intellectual property, domain names and websites (collectively the "IP"), including, to the extent assignable, all permits, licenses, franchises, authorizations and other intangible rights of Assignor relating to the IP (terms not defined herein will have the meanings assigned to them in the Purchase Agreement); and

WHEREAS, the IP includes, as applicable and defined in the Purchase Agreement: (i) the trademark and service mark registrations and applications listed on Schedule 1 attached hereto for the goods and/or services identified therein (the "Marks"); (ii) the issued patents and patent applications listed on Schedule 2 attached hereto (the "Patents"); (iii) the copyright registrations listed on Schedule 3 attached hereto (the "Copyrights"); (iv) the domain names, websites, Uniform Resource Locaters ("URLs"), Uniform Resource Indicators ("URIs"), and Uniform Resource Names ("URNs") listed on Schedule 4 attached hereto; and its rights to any of Assignor's internally developed software programs listed on Schedule 5 attached hereto; provided, however, no representation or guarantees are made herein that such IP exists except to the extent expressly disclosed by Assignor (Sea-Dog) to Assignee herein or in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Assignee desires to acquire the IP, including the Marks, the Patents, the Copyrights, the domain names, websites, URLs, URIs, URNs and any and all goodwill associated with the foregoing.

NOW, THEREFORE, Assignor, for and in consideration of the Purchase Price, and other good and valuable consideration as set forth in the Purchase Agreement, hereby grants, bargains, sells, assigns, alienates, remises, releases, conveys, transfers, sets over, confirms and delivers unto Assignee, its successors and assigns, forever, free and clear of any and all liens, charges, pledges, security interests, claims or other encumbrances, all of Assignor's right, title, benefit and interest in and to the IP Purchased Assets as described under Section 2.1 of the Purchase Agreement and subject to Section 2.2, including without limitation, each of the Marks, the Patents, the Copyrights, the domain names, websites, URLs, URIs and URNs, and expressly excluding the items described under Section 2.2 of the Purchase Agreement, along with the following:

- (a) the goodwill of the business symbolized by and associated with the IP;
- (b) that portion of Assignor's Business in connection with which it has a bona fide intent to use the Marks that were filed on an intent-to-use basis and for which an Amendment to Allege Use or a Statement of Use has been submitted but has not yet been filed and accepted by the relevant Trademark Office or other governing authority; and
- (c) all rights to proceeds of the IP, including, without limitation, any claim by Assignor against third-parties for past, present, or future infringement of the IP.

FURTHERMORE, Assignor, for and in consideration of the Purchase Price, and other good and valuable consideration as set forth in the Purchase Agreement, hereby grants, bargains, sells, assigns, alienates, remises, releases, conveys, transfers, sets over, confirms and delivers unto Assignee, its successors and assigns, forever, free and clear of any and all liens, charges, pledges, security interests, claims or other encumbrances except as may be described in the Purchase Agreement, all of Assignor's right, title, benefit and interest in and to the IP.

1. Assignor covenants and agrees that, at any time and from time to time, it will, upon the request of Assignee or any designee thereof, at no cost to Assignor, do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, instruments, transfers, powers of attorney or assurances as may be reasonably required for the better assigning, transferring, granting, conveying, assuring and confirming to Assignee or its designee, or for aiding and assisting in the collection of or reducing to possession by Assignee or its designee of, any of the IP, as applicable.

2. Assignor represents that it holds good title to the Purchased Assets, free and clear of all liens and encumbrances as described in the Purchase Agreement.

3. The provisions hereof will inure to the benefit of and be binding upon the successors, assigns and legal representatives of Assignor, Assignee and its designee.

4. This IP Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. The signature page to this IP Assignment may be delivered by scanned attachment to email or other electronic transmission and the signatures thereon shall be deemed effective upon receipt by the intended receiving party.

5. This IP Assignment may not be amended, supplemented or otherwise modified except in a written document executed by the party against whose interest the modification will operate.

6. This IP Assignment shall be governed by and construed under the internal laws of the State of Washington without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Washington or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Washington.

7. THIS IP ASSIGNMENT IS SUBJECT TO THE PROVISIONS, LIMITATIONS AND REMEDIES CONTAINED IN THE PURCHASE AGREEMENT AND ITS SOLE EFFECT IS TO ACCOMPLISH TRANSFERS PROVIDED IN THE PURCHASE AGREEMENT, AND DOES NOT, NOR SHALL IT BE DEEMED TO, SUPERSEDE, SUPPLANT, EXTINGUISH, MERGE OR EXPAND ANY OF THE REPRESENTATIONS, WARRANTIES, INDEMNITIES OR LIMITATIONS CONTAINED IN THE PURCHASE AGREEMENT OR CREATE ANY LIABILITIES OR OBLIGATIONS SEPARATE FROM OR IN ADDITION TO THE PURCHASE AGREEMENT.

The undersigned confirms that the undersigned Assignor has utilized its best efforts to accurately compile and provide such information in coordination with Patrick Industries, Inc. and as part of compliance with the Due Diligence Checklist and various and numerous supplemental disclosures. Both of the undersigned confirm that in the event of a discrepancy between this IP Assignment and the independent source document information provided by the undersigned Assignor/Seller, the hard copy of the applicable source documents shall govern and control. This confirmation is being provided in light of the numerous numbers, dates and detailed information provided, the brevity of time and the practical desire to provide

important information and disclosures while acknowledging that in the good faith reproduction of applicable information by applicable persons herein if, for example, a transposition or scrivener's error has occurred, reliance and priority shall be accorded to the underlying source document and the applicable parties will endeavor to mutually and promptly coordinate to resolve any such inconsistency or error, if applicable.

[Signatures will appear on subsequent page]
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Intellectual Property Assignment Agreement as of the date first above written.

ASSIGNEE:

Patrick Industries, Inc.

By: 

Name: Joel D. Duthie
Title: Vice President, General Counsel
& Secretary

ASSIGNOR:

SEA-DOG CORPORATION

By: _____

Name: Bradley M. Nysether

Title: President

IN WITNESS WHEREOF, the parties hereto have duly executed this Intellectual Property Assignment Agreement as of the date first above written.

ASSIGNEE:

Patrick Industries, Inc.

By: _____

Name:

Title:

ASSIGNOR:

SEA-DOG CORPORATION

By: 

Name: Bradley M. Nysether

Title: President

SCHEDULE 1

MARKS

Mark	Country International Class	App. No. Date Filed	Reg. No. Reg. Date
MAXBLAST Registered	USA IC12	86/045274 08/22/2013	4536546 05/27/2014
REDACTED			
SEA-DOG Registered	USA IC6, IC9, IC11, IC12, IC42	74/366392 03/09/1993	1915959 09/05/1995
SEA-LECT DESIGNS Registered	USA IC12	85/281770 03/30/2011	4170117 07/10/2012
SEA-LECT DESIGNS and Design Registered	USA IC12	85/281767 03/30/2011	4170116 07/10/2012
SEAHOOK Registered	USA IC6	74/409144 06/30/1993	2015962 11/12/1996
REDACTED			
TRIPLE THREAT Registered	USA IC28	87/532229 07/18/2017	5466287 05/08/2018

SCHEDULE 2

PATENTS

Title Status	Country	App. No. Date Filed	Pat. No. Issue Date	Exp. Date
REDACTED				

SCHEDULE 3
COPYRIGHTS

REDACTED

SCHEDULE 4

DOMAIN NAMES, WEBSITES, URLs, URIs, URNs

REDACTED

SCHEDULE 5
INTERNALLY DEVELOPED SOFTWARE

REDACTED