

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM691561

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900649901

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SS Marine Products, Inc.		09/03/2021	Corporation: ILLINOIS
SUSAN A. SMTIH		09/03/2021	INDIVIDUAL: UNITED STATES
SCOTT A. SMITH		09/03/2021	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	T-H Marine Supplies, LLC
Street Address:	200 Finney Drive
City:	Huntsville
State/Country:	ALABAMA
Postal Code:	35824
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	5909901	GATOR GUARDS
Registration Number:	5881307	GATOR GUARDS "THE ULTIMATE IN BOAT PROTE
Registration Number:	4624411	THE ULTIMATE IN SKEG PROTECTION
Registration Number:	5045089	GATOR PATCH
Registration Number:	4671930	THE ULTIMATE IN BOW PROTECTION
Registration Number:	4589867	GATORSKINZ
Registration Number:	3106762	THE ULTIMATE IN HULL PROTECTION
Registration Number:	3789780	BOWSHIELD "THE ULTIMATE IN BOW PROTECTIO
Registration Number:	3750912	SKEGSHIELD
Registration Number:	3787086	KEELSHIELD "THE ULTIMATE IN HULL PROTECT
Registration Number:	3783851	BOWSHIELD
Registration Number:	3783848	SKEGSHIELD "THE ULTIMATE IN SKEG PROTECT
Registration Number:	2824723	KEELSHIELD
Registration Number:	2277163	KEELSHIELD

CORRESPONDENCE DATA

Fax Number: 2565175285

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: 256-517-5140

Email: HSVIPDOCKETING@bradley.com

Correspondent Name: Stephen H. Hall

Address Line 1: 200 CLINTON AVE. WEST

Address Line 2: SUITE 900

Address Line 4: HUNTSVILLE, ALABAMA 35801

ATTORNEY DOCKET NUMBER:	00T272301040
--------------------------------	--------------

NAME OF SUBMITTER:	Stephen H. Hall
---------------------------	-----------------

SIGNATURE:	/Stephen H. Hall/
-------------------	-------------------

DATE SIGNED:	11/30/2021
---------------------	------------

Total Attachments: 10

source=Asset Purchase Agreement#page1.tif

source=Asset Purchase Agreement#page2.tif

source=Asset Purchase Agreement#page3.tif

source=Asset Purchase Agreement#page4.tif

source=Asset Purchase Agreement#page5.tif

source=Asset Purchase Agreement#page6.tif

source=Asset Purchase Agreement#page7.tif

source=Asset Purchase Agreement#page8.tif

source=Asset Purchase Agreement#page9.tif

source=Asset Purchase Agreement#page10.tif

ASSET PURCHASE AGREEMENT

among

SS MARINE PRODUCTS, INC.,
as Seller

SUSAN A. SMITH AND SCOTT A. SMITH,
as Owners

and

T-H MARINE SUPPLIES, LLC,
as Buyer

dated as of

September 3, 2021

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**"), dated as of September 3, 2021, is entered into between SS Marine Products, Inc., an Illinois corporation, doing business as "Gator Guards" ("**Seller**"), Susan A. Smith and Scott A. Smith (each, an "**Owner**" and collectively, the "**Owners**"), and T-H Marine Supplies, LLC, a Delaware limited liability company ("**Buyer**"). Capitalized terms used in this Agreement have the meanings given to such terms herein.

RECITALS

WHEREAS, Seller is engaged in the business of designing, manufacturing and supplying marine protection products (the "**Business**"); and

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, substantially all the assets, and certain specified liabilities, of the Business, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I
PURCHASE AND SALE**

Section 1.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, convey, assign, transfer, and deliver to Buyer, and Buyer shall purchase from Seller, all of Seller’s right, title, and interest in, to, and under all of the tangible and intangible assets, properties, and rights of every kind and nature and wherever located (other than the Excluded Assets), which relate to, or are used or held for use in connection with, the Business (collectively, the "**Purchased Assets**"), including the following:

- _____
- _____

- _____

- _____

(e) the Purchased IP (as defined in Section 3.10(b));

- _____

[REDACTED]

[REDACTED]

[REDACTED]

(j) all goodwill and the going concern value of the Purchased Assets and the Business.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Section 7.09 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

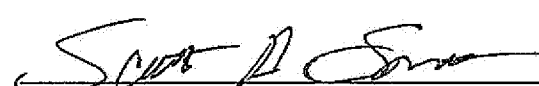
SELLER

SS MARINE PRODUCTS, INC.

By: 
Name: Susan A. Smith
Title: President

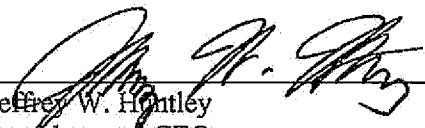
OWNERS


SUSAN A. SMITH


SCOTT A. SMITH

BUYER

T-H MARINE SUPPLIES, LLC

By: 
Name: Jeffrey W. Hontley
Title: President and CEO

DISCLOSURE SCHEDULES

to the

ASSET PURCHASE AGREEMENT

Among

SS MARINE PRODUCTS, INC.,
as Seller

SUSAN A. SMITH AND SCOTT A. SMITH,
as Owner

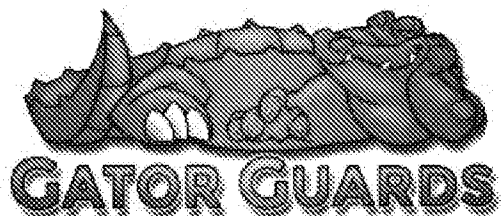
and
T-H MARINE SUPPLIES, LLC,
as Buyer

These Disclosure Schedules have been prepared in connection with the Asset Purchase Agreement (the “**Agreement**”), dated as of September 3, 2021, by and among SS Marine Products, Inc., an Illinois corporation, doing business as “Gator Guards” (“**Seller**”), Susan A. Smith and Scott A. Smith (each, an “**Owner**” and collectively, the “**Owners**”) and T-H Marine Supplies, LLC, a Delaware limited liability company (“**Buyer**”). The schedule numbers below correspond to the section numbers of the representations and warranties in the Agreement or as otherwise expressly set forth or referred to as a “Disclosure Schedule” or “Schedule” in the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Agreement.

Schedule 3.10(b)

Purchased IP

1)



GATOR GUARDS, U.S. Registration No. 5909901, Registered November 12, 2019

2)



GATOR GUARDS "THE ULTIMATE IN BOAT PROTECTION", U.S. Registration No. 5881307, Registered October 8, 2019

3)

THE ULTIMATE IN SKEG PROTECTION, U.S. Registration No. 4624411, Registered October 21, 2014

4)

GATOR PATCH, U.S. Registration No. 4624411, Registered September 20, 2016

5)

THE ULTIMATE IN BOW PROTECTION, U.S. Registration No. 4671930, Registered January 13, 2015

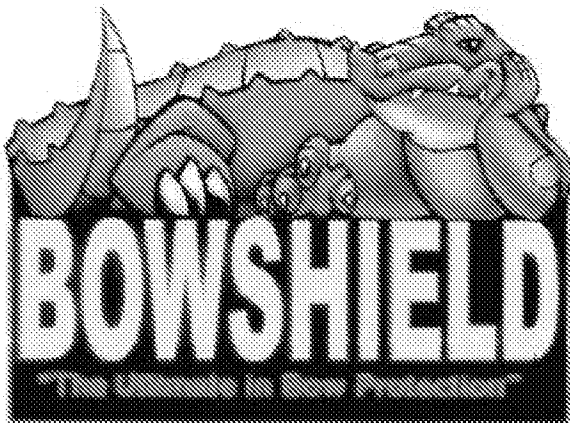
6)

GATORSKINZ, U.S. Registration No. 4589867, Registered August 19, 2014

7)

THE ULTIMATE IN HULL PROTECTION, U.S. Registration No. 3106762, Registered June 20, 2006

8)



BOWSHIELD "THE ULTIMATE IN BOW PROTECTION", U.S. Registration No. 3789780, Registered May 18, 2010

9)

SKEGSHIELD, U.S. Registration No. 3750912, Registered February 16, 2010

10)



KEELSHIELD "THE ULTIMATE IN HULL PROTECTION", U.S. Registration No. 3787086,
Registered May 11, 2010

11)

BOWSHIELD, U.S. Registration No. 3783851, Registered May 4, 2010

12)

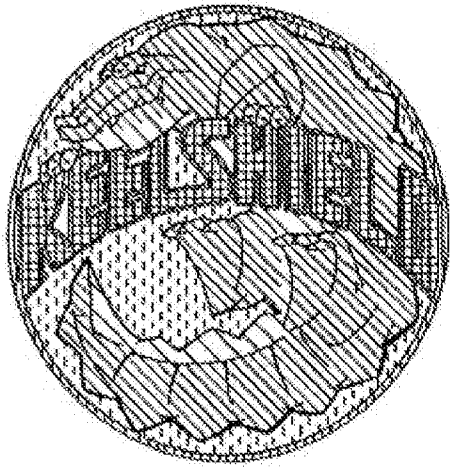


SKEGSHIELD "THE ULTIMATE IN SKEG PROTECTION", U.S. Registration No. 3783848,
Registered May 4, 2010

13)

KEELSHIELD, U.S. Registration No. 2824723, Registered March 23, 2004

14)



KEELSHIELD, U.S. Registration No. 2277163, Registered September 14, 1999

URL and website design: <https://www.gator-guards.com/>

Social media pages and contents:

https://twitter.com/Gator_Guards

<https://www.facebook.com/GatorGuardsTeam/>

https://www.pinterest.com/gatorguards/_created/

<https://www.instagram.com/gatorguards/>

Email domain and address:

@gator-guards.com