

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM730158

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
YS Holding Company LLC		04/29/2022	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	North Sails Group, LLC		
Street Address:	837 Seaview Avenue		
City:	Bridgeport		
State/Country:	CONNECTICUT		
Postal Code:	06607		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97224339	YACHT SCORING	
Serial Number:	97234245	YACHT SCORING	
CORRESPONDENCE DATA			
Fax Number:	3125801189		
<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:	312-580-1180		
Email:	kgaripay@olsonip.com		
Correspondent Name:	Kathryn E. Garipay		
Address Line 1:	20 North Wacker Drive		
Address Line 2:	36th Floor		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	214000-434		
NAME OF SUBMITTER:	Kathryn E. Garipay		
SIGNATURE:	/Kathryn E. Garipay/		
DATE SIGNED:	05/25/2022		
Total Attachments: 3			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("IP Assignment") is made by and between YS Holding Company LLC, a Michigan limited liability company, whose address for purposes of this IP Assignment is 15404 Dinkins Coach Place, Charlotte, NC 28277 ("Assignor"), and North Sails Group, LLC, a Delaware limited liability company, whose address for purposes of this Agreement is 837 Seaview Avenue, Bridgeport, CT 06607 ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement ("APA") having an effective date of April 29, 2022 by and between Assignor and Assignee, Assignor agreed to sell and Assignee agreed to purchase certain intellectual property assets of Assignor, as set forth below;

WHEREAS, this IP Assignment has an effective date that is the same as the effective date of the APA, namely, April 29, 2022 (the "Effective Date");

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "Assigned IP"):

(a) the trademark applications and corresponding common law trademark rights set forth on Schedule 1 hereto, including all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) the copyright applications and corresponding literary work set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "Copyrights");

(c) the domain name registrations set forth on Schedule 3 hereto (the "Domain Names");

(d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Effective Date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation,

misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.


2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the Effective Date, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee as may be reasonably necessary to evidence the assignment of the Assigned IP to Assignee.

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

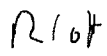
4. Conflict or Inconsistency. In the event of a conflict or inconsistency between the provisions of this IP Assignment and the APA, the terms and conditions set forth in the APA shall prevail.

IN WITNESS WHEREOF, the parties have duly executed and delivered this IP Assignment as of the Effective Date.

YS HOLDING COMPANY LLC
a Michigan limited liability company

By: 
Name: Guilherme Kahl, not personally, but
as Personal Representative of the
Estate of Luiz Eduardo Kahl, Wayne
County Probate Court File No.: 2021-
868914-DE
Title: Member

NORTH SAILS GROUP, LLC
a Delaware limited liability company

By: 
Name: Richard Lott
Title: CEO

**SCHEDULE 1
TRADEMARKS**

Mark	Jurisdiction	Application No.
YACHT SCORING	US	97/224,339
YACHT SCORING (LOGO)	US	97/234,245

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