

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM735520

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900691524

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Sea Flush Inc.		02/01/2022	Corporation: VIRGINIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Drew Marine USA, Inc.
<b>Street Address:</b>	333 Church Street
<b>City:</b>	Naugatuck
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06770
<b>Entity Type:</b>	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
<b>Registration Number:</b>	5769360	SEA FLUSH

**CORRESPONDENCE DATA**

Fax Number: 8602758299

*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: 860-275-8287

Email: jcordani@rc.com

Correspondent Name: John L. Cordani

Address Line 1: 280 Trumbull Street

Address Line 2: Robinson &amp; Cole LLP

Address Line 4: Hartford, CONNECTICUT 06103

<b>NAME OF SUBMITTER:</b>	John L. Cordani
<b>SIGNATURE:</b>	/John L. Cordani/
<b>DATE SIGNED:</b>	06/17/2022

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "IP Assignment"), dated as of February 7, 2022 (the "Effective Date") is made by Sea Flush Inc., a Virginia corporation, located at 4616 16<sup>th</sup> Street, Arlington, Virginia 22207 ("Seller") and John Gregal, a resident of Virginia with a business address located at 4616 16<sup>th</sup> Street, Arlington, Virginia 22207 ("Gregal"), in favor of Drew Marine USA, Inc., a Delaware corporation, located at 333 Church Street, Naugatuck, Connecticut 06770 ("Buyer"), the purchaser of certain assets of Seller and Gregal pursuant to a Sale and Purchase Agreement between Buyer and Seller and Gregal, dated as of February 7, 2022 (the "Sale and Purchase Agreement").

WHEREAS, under the terms of the Sale and Purchase Agreement, Seller and Gregal have conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller and Gregal, and has agreed to execute and deliver this IP Assignment, for recording with applicable entities or agencies in applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Gregal hereby irrevocably convey, transfer, and assign to Buyer, and Buyer hereby accepts, all of Seller's and Gregal's right, title, and interest in and to all of Seller's and Gregal's intellectual property, including patents, copyrights, trademarks, service marks, trade names, brand names, corporate names, domain names and URLs, logos, trade dress and other source identifiers and all elements thereof, the goodwill of any business symbolized thereby, and all common-law rights relating thereto, and any applications or registrations therefor that are owned by Seller or Gregal (the "Assigned IP"), and specifically including, but not limited to, the following:

(a) the patent set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patent**");

(b) the trademark registration set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "**Trademark**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademark;

(c) the copyright registration set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the "**Copyright**");

(d) the domain registration set forth on Schedule 4 hereto and all issuances, extensions, and renewals thereof (the "**Domain Registration**");

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

(f) 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

(g) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the 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. Seller and Gregal hereby authorize the officials of applicable entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller and Gregal shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Sale and Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Sale and Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Sale and Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Sale and Purchase Agreement and the terms hereof, the terms of the Sale and Purchase Agreement shall govern.

4. 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.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Connecticut, without giving effect to any choice or conflict of law provision or rule (whether of the State of Connecticut or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller and Gregal have duly executed and delivered this IP Assignment as of the date first above written.

SEA FLUSH INC.

By: [Signature]  
Name: John Gregal  
Title: President, Sea Flush Inc.

JOHN GREGAL

DREW MARINE USA, INC.

By: [Signature]  
Name: R.J. Montano  
Title: CEO

County/City of Arlington  
Commonwealth/State of VIRGINIA  
The foregoing instrument was acknowledged before  
me this 1<sup>st</sup> day of February, 2022  
by JOHN GREGAL  
(name of person seeking acknowledgement)  
A. Villanueva Vera Tudela  
Notary Public  
My Commission Expires: 03.31.2023

[Signature]  
ALEJANDRA VILLANUEVA VERA TUDELA  
NOTARY PUBLIC  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES MARCH 31, 2023  
COMMISSION # 7814986

**SCHEDULE 1**  
**ASSIGNED PATENTS**

**Patents**

<b>Title</b>	<b>Jurisdiction</b>	<b>Patent Number</b>	<b>Issue Date</b>
BOAT WATER SUPPLY WINTERIZATION SYSTEM AND METHOD	United States	8,839,831	September 23, 2014

**SCHEDULE 2**

**ASSIGNED TRADEMARKS**

**Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
SEA FLUSH	United States	5,769,360	June 4, 2019

**SCHEDULE 3**  
**ASSIGNED COPYRIGHTS**

**Copyright**

**None**



**SCHEDULE 3  
ASSIGNED DOMAINS**

**Domain Registration**

**www.seaflush.com**

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