

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM735412

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MOOSE BOATS, LLC	FORMERLY Moose Boats, Inc.	06/16/2022	Limited Liability Company: CALIFORNIA
LIND MARINE INCORPORATED		06/16/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CALIFORNIA BANK OF COMMERCE		
Street Address:	1300 Clay Street, Fifth Floor		
City:	Oakland		
State/Country:	UNITED STATES		
Postal Code:	94612		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3017018		
Registration Number:	3069811	MOOSE BOATS	
Registration Number:	5953607	PACIFIC PEARL	
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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 MIDDLEFIELD RD., #215		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	06/17/2022		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 16, 2022 by and among Lind Marine LLC, a Delaware limited liability company (“Lind Marine”), Lind Marine Incorporated, a California corporation (“Lind Incorporated”), Riverview Equipment Company, LLC, a California limited liability company (“Riverview”), Lind Tug and Barge, LLC, a California limited liability company (“Tug and Barge”), Moose Boats, LLC, a California limited liability company and successor in interest to Moose Boats, Inc., a California corporation (“Moose Boats”), Lind Holdco LLC, a Delaware limited liability company (“Parent”) and California Bank of Commerce, a California corporation (“Bank”). Lind Incorporated, Lind Marine, Riverview, Tug and Barge, Moose Boats and Parent are each referred to herein as a “Grantor” and collectively, as the “Grantors”.

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantors dated as of the date hereof and as amended from time to time (as amended, modified or supplemented, the “Loan Agreement”). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the credit extensions to Grantors, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in all of such Grantor’s right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, each Grantor agrees as follows:

AGREEMENT

The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Bank by the Loan Parties pursuant to the Loan Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Bank with respect to the security interest in any Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement. In the event that any provision of this Intellectual Property Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

To secure performance of Grantors’ obligations under the Loan Agreement, each Grantor grants to Bank a security interest in all of such Grantor’s right, title and interest in such Grantor’s intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), in each case other than Excluded Property. This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

Grantors represent and warrant that Exhibits A, B, and C attached hereto set forth those Copyrights, Patents and Trademarks that, as of the date hereof, are registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, and constitutes Collateral. Grantors hereby authorize Bank to (a) upon three (3) Business Days’ written notice, modify this Agreement by amending the exhibits to this Agreement to include any Intellectual Property which a Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new intellectual property.

This Intellectual Property Security Agreement shall terminate and the security interest in any Copyrights, Patents and Trademarks shall be released upon the payment and performance of the Obligations and the termination of the Loan Agreement. Upon the termination of this Intellectual Property Security Agreement, the Bank shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in Collateral granted herein.

THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 11 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

[SIGNATURE PAGE FOLLOWS]

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

Address of Bank:

1300 Clay Street, Fifth Floor
Oakland, CA 94612
Attn: Derek Rosenstrauch; Marina Kremer

CALIFORNIA BANK OF COMMERCE

By: *Marina Kremer*

Name: MARINA KREMER

Title: SVP

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

Address of Grantors:

1175 Nimitz Avenue, Suite 120
Vallejo, California 94592
Attn: Jon Slangerup,
Chief Executive Officer

LIND MARINE LLC

By: 

Name: Jon Slangerup

Title: Chief Executive Officer

RIVERVIEW EQUIPMENT COMPANY, LLC

By: 

Name: Jon Slangerup

Title: Chief Executive Officer

LIND TUG AND BARGE, LLC

By: 

Name: Jon Slangerup

Title: Chief Executive Officer

MOOSE BOATS, LLC

By: 

Name: Jon Slangerup


Title: Chief Executive Officer

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

Address of Grantors:

1175 Nimitz Avenue, Suite 120
Vallejo, California 94592
Attn: Jon Slangerup,
Chief Executive Officer

LIND MARINE INCORPORATED

By:  _____

Name: Jon Slangerup

Title: Chief Executive Officer

LIND HOLDCO LLC

By:  _____

Name: Jon Slangerup

Title: Chief Executive Officer

EXHIBIT A

Copyrights

Please Check Box if No Registered Copyrights Exist

<u>Name of Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B


Patents

Please Check Box if No Patents Exist

<u>Name of Owner</u>	<u>Title</u>	<u>Serial / Patent Number</u>	<u>Application Date / Issue Date</u>
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EXHIBIT C

Trademarks

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Moose Boats, LLC (f/k/a Moose Boats, Inc.)	U.S.		76607969 / 3017018	8/20/2004 / 11/22/2005
Moose Boats, LLC (f/k/a Moose Boats, Inc.)	U.S.	MOOSE BOATS	76608054 / 3069811	8/20/2004/ 3/21/2006
Lind Marine Incorporated	U.S.	PACIFIC PEARL	88415344/ 5953607	5/3/2019/ 1/7/2020

* — indicates dead, abandoned or cancelled trademark