

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM762850

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
West Marine, Inc.		10/19/2022	Corporation: DELAWARE
West Marine Products, Inc.		10/19/2022	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Maririne One Holdco, Inc.		
<b>Street Address:</b>	599 West Putnam Avenue		
<b>Internal Address:</b>	c/o Catterton Partners		
<b>City:</b>	Greenwich		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06830		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 37</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2571286	BOTTOMSHIELD	
<b>Registration Number:</b>	5791434	BLUEFUTURE	
<b>Registration Number:</b>	5999656	BLACKTIP JETSPORTS	
<b>Registration Number:</b>	4434003	BLACKTIP	
<b>Registration Number:</b>	2634659	WEST MARINE	
<b>Registration Number:</b>	3404134	THIRD REEF	
<b>Registration Number:</b>	1584237	WEST MARINE	
<b>Registration Number:</b>	1581444	WEST MARINE	
<b>Registration Number:</b>	3605774	PURE OCEANS	
<b>Registration Number:</b>	4605682	BLACKTIP	
<b>Registration Number:</b>	2970021	WEST MARINE EXPRESS	
<b>Registration Number:</b>	4310284	WEST MARINE FOR YOUR LIFE ON THE WATER	
<b>Registration Number:</b>	2423443	PORT SUPPLY	
<b>Registration Number:</b>	4310287	WEST MARINE FOR YOUR LIFE ON THE WATER	
<b>Registration Number:</b>	3886030	PURE OCEANS	
<b>Registration Number:</b>	4310286	WEST MARINE FOR YOUR LIFE ON THE WATER	
<b>Registration Number:</b>	4495221	BLACKTIP	

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Property Type	Number	Word Mark
Registration Number:	4310285	WEST MARINE FOR YOUR LIFE ON THE WATER
Registration Number:	4502197	BLACKTIP
Registration Number:	4502199	BLACKTIP
Registration Number:	4502198	BLACKTIP
Registration Number:	4491363	BLACKTIP
Registration Number:	5399036	WEST MARINE CONNECT
Registration Number:	2627296	SEAFIT
Registration Number:	1437536	1-800-BOATING
Registration Number:	2814467	
Registration Number:	3221434	WEST ADVANTAGE REWARDS
Registration Number:	1594851	SEAFIT
Registration Number:	2567071	SEAVOLT
Registration Number:	2739458	WEST ADVISOR
Registration Number:	5132029	CAPTAIN'S PICK
Registration Number:	5212010	CAPTAIN'S PICK YOUR BEST VALUE
Registration Number:	3731932	BLACKTIP
Registration Number:	5239474	WEST MARINE OUTLET
Registration Number:	5212009	CAPTAIN'S PICK YOUR BEST VALUE
Registration Number:	5312413	WEST MARINE PRO
Registration Number:	4987606	WEATHERPRO PLUS

#### CORRESPONDENCE DATA

Fax Number: 3128622200

*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: 3128622000

Email: rob.soneson@kirkland.com

Correspondent Name: Rob Soneson

Address Line 1: 300 N LaSalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60642

ATTORNEY DOCKET NUMBER:	38215-113
NAME OF SUBMITTER:	Rob Soneson
SIGNATURE:	/rsoneson/
DATE SIGNED:	10/21/2022

#### Total Attachments: 9

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## 2022 FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This 2022 FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 19, 2022, (this “Agreement”), among West Marine, Inc. and West Marine Products, Inc., (each, a “Grantor”) and Marine One Holdco, Inc. (“Marine One Holdco”), as administrative and collateral agent (in such capacity, the “Agent”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement described below).

Reference is made to that certain 2022 First Lien Pledge and Security Agreement, dated as of October 19, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Grantors party thereto and the Agent. The First Lien Lenders (as defined below) have extended credit to the Borrower (as defined in 2022 First Lien Credit Agreement, dated as of October 19, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “Credit Agreement”), among Marine One Parent, Inc., a Delaware corporation, Rising Tide Holdings, Inc., a Delaware corporation, the lenders from time to time party thereto (the “First Lien Lenders”) and Marine One Holdco, Inc., as administrative agent and collateral agent). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of its Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor, and regardless of where located (collectively, the “IP Collateral”):

all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto, and all goodwill of the business symbolized by the foregoing, but excluding any intent-to-use Trademark application prior to the filing and acceptance of a “Statement of Use”, “Declaration of Use”, “Amendment to Allege Use” or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of such security interest may impair the validity or enforceability, or result in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable Requirements of Law;

all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto

all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III;

all reissues, divisions, continuations, continuations-in-part, renewals, and extensions thereof; all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past and future infringements thereof; all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and all rights corresponding to any of the

foregoing; and all proceeds of the foregoing; in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

WEST MARINE, INC.  
WEST MARINE PRODUCTS, INC.

By:   
Name: Eric Kufel  
Title: Chief Executive Officer

MARINE ONE HOLDCO, INC.,  
as the Agent

By:   
Name: Eric Kufel  
Title: Chief Executive Officer

**SCHEDULE I****U.S. REGISTERED TRADEMARKS**

<b>Trademark</b>	<b>Status</b>	<b>Application #</b>	<b>Filing Date</b>	<b>Registration #</b>	<b>Reg. Date</b>	<b>Owner</b>
BOTTOMSHIELD	Registered	76/253,371	2001-05-04	2,571,286	2002-05-21	West Marine Products, Inc.
BLUEFUTURE	Registered	87/717,237	2017-12-12	5791434	2019-07-02	West Marine Products, Inc.
BLACKTIP JETSPTS	Registered	88/059,688	2018-07-31	5999656	2020-03-03	West Marine Products, Inc.
BLACKTIP	Registered	85/980,078	2012-02-06	4,434,003	2013-11-12	West Marine Products, Inc.
WEST MARINE	Registered	76/278,925	2001-06-29	2,634,659	2002-10-15	West Marine Products, Inc.
THIRD REEF	Registered	77/018,648	2006-10-11	3,404,134	2008-04-01	West Marine Products, Inc.
WEST MARINE AND DESIGN	Registered	73/762,347	1988-11-07	1,584,237	1990-02-27	West Marine Products, Inc.
WEST MARINE AND DESIGN	Registered	73/762,046	1988-11-07	1,581,444	1990-02-06	West Marine Products, Inc.
PURE OCEANS	Registered	77/564,686	2008-09-08	3,605,774	2009-04-14	West Marine Products, Inc.
BLACKTIP	Registered	77/921,756	2010-01-27	4605682	2014-09-16	West Marine Products, Inc.
WEST MARINE EXPRESS & DESIGN	Registered	78/311,818	2003-10-09	2,970,021	2005-07-19	West Marine Products, Inc.
WEST MARINE FOR YOUR LIFE ON THE WATER	Registered	85515131	2012-01-12	4310284	2013-03-26	West Marine Products, Inc.
PORT SUPPLY	Registered	75/934,525	2000-02-24	2,423,443	2001-01-23	West Marine Products, Inc.
WEST MARINE FOR YOUR LIFE ON THE WATER	Registered	85/515,200	2012-01-12	4,310,287	2013-03-26	West Marine Products, Inc.



Trademark	Status	Application #	Filing Date	Registration #	Reg. Date	Owner
(AND COLOR DESIGN)						
PURE OCEANS	Registered	85/017,500	2010-04-19	3,886,030	2010-12-07	West Marine Products, Inc.
WEST MARINE FOR YOUR LIFE ON THE WATER (AND COLOR DESIGN)	Registered	85/515,196	2012-01-12	4310286	2013-03-26	West Marine Products, Inc.
BLACKTIP	Registered	85/452,654	2011-10-20	4495221	2014-03-11	West Marine Products, Inc.
WEST MARINE FOR YOUR LIFE ON THE WATER	Registered	85/515,141	2012-01-12	4,310,285	2013-03-26	West Marine Products, Inc.
BLACKTIP	Registered	85/535,052	2012-02-06	4,502,197	2014-03-25	West Marine Products, Inc.
BLACKTIP	Registered	85/535,150	2012-02-06	4,502,199	2014-03-25	West Marine Products, Inc.
BLACKTIP	Registered	85/535,067	2012-02-06	4,502,198	2014-03-25	West Marine Products, Inc.
BLACKTIP	Registered	77982989	2010-01-27	4491363	2014-03-04	West Marine Products, Inc.
WEST MARINE CONNECT	Registered	87/116,192	2016-07-26	5,399,036	2018-02-13	West Marine Products, Inc.
SEAFIT	Registered	76/087,899	2000-07-12	2,627,296	2002-10-01	West Marine Products, Inc.
1-800-BOATING	Registered	73/452,776	1983-11-14	1,437,536	1987-04-21	West Marine Products, Inc.
ROPE DESIGN	Registered	76/245,135	2001-04-23	2,814,467	2004-02-17	West Marine Products, Inc.
WEST ADVANTAGE REWARDS	Registered	78/617,157	2005-04-26	3,221,434	2007-03-27	West Marine Products, Inc.
SEAFIT	Registered	73/758,185	1988-10-17	1,594,851	1990-05-08	West Marine Products, Inc.

<b>Trademark</b>	<b>Status</b>	<b>Application #</b>	<b>Filing Date</b>	<b>Registration #</b>	<b>Reg. Date</b>	<b>Owner</b>
SEAVOLT	Registered	76/186,383	2000-12-21	2,567,071	2002-05-07	West Marine Products, Inc.
WEST ADVISOR	Registered	76049768	2000-05-16	2,739,458	2003-07-22	West Marine Products, Inc.
CAPTAIN'S PICK	Registered	87/014,975	2016-04-26	5,132,029	2017-01-31	West Marine Products, Inc.
CAPTAIN'S PICK YOUR BEST VALUE (AND DESIGN)	Registered	87/014,983	2016-04-26	5,212,010	2017-05-30	West Marine Products, Inc.
BLACKTIP	Registered	77/323,186	2007-11-07	3,731,932	2009-12-29	West Marine Products, Inc.
WEST MARINE OUTLET	Registered	87/039,593	2016-05-17	5,239,474	2017-07-11	West Marine Products, Inc.
CAPTAIN'S PICK YOUR BEST VALUE	Registered	87/014,980	2016-04-26	5,212,009	2017-05-30	West Marine Products, Inc.
WEST MARINE PRO	Registered	86/968,491	2016-04-07	5,312,413	2017-10-17	West Marine Products, Inc.
WEATHERPRO PLUS	Registered	86/786,814	2015-10-13	4,987,606	2016-06-28	West Marine Products, Inc.

**SCHEDULE II**

U.S. PATENTS: None

U.S. PATENT APPLICATIONS: None

**SCHEDULE III**

**U.S. REGISTERED COPYRIGHTS**

<b>Title</b>	<b>Owner</b>	<b>Jurisdiction</b>	<b>Registration Date</b>	<b>Registration No.</b>
Tax exempt documentation and reporting system	West Marine, Inc.	U.S.	2000-08-30	TXu000971042
State by state rules for net operating losses	West Marine, Inc.	U.S.	2000-02-18	TXu000934974

U.S. COPYRIGHT APPLICATIONS: None