

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM796984

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		IP SECURITY INTEREST ASSIGNMENT AGREEMENT	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WOODFOREST NATIONAL BANK		03/17/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	RAIL HOLDINGS, LLC		
Street Address:	43 McKee Drive		
City:	Mahwah		
State/Country:	NEW JERSEY		
Postal Code:	07430		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	6347121	TOADFISH	
Registration Number:	6347103	THE ANCHOR	
Registration Number:	6247552	STOWAWAY	
Registration Number:	6097517	THE OYSTER ANSWER	
Registration Number:	5649222	TOADFISH	
Registration Number:	5648462		
Registration Number:	5648451	FROGMORE	
Registration Number:	5648449		
Registration Number:	5648408	PUT 'EM BACK	
Registration Number:	5509002	TOADFISH	
Registration Number:	5482024	TOADFISH	
Registration Number:	5482023	TOADFISH	
Registration Number:	5342803	TOADFISH	
Registration Number:	5289567	THE WORLD IS YOUR OYSTER	
Serial Number:	90780182	NON-TIPPING CAN COOLER	
Serial Number:	90780136	TOADFISH	
CORRESPONDENCE DATA			
Fax Number:	7043311159		

OP \$415.00 6347121

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: 7043311000
Email: PTO_TMconfirmation@mvalaw.com,
maryelizabethzaldivar@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 100 North Tryon Street
Address Line 2: Suite 4700, ATTN: IP DEPARTMENT
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	033725.000005
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NAME OF SUBMITTER:	John Slaughter
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SIGNATURE:	/john slaughter/
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DATE SIGNED:	03/23/2023
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Total Attachments: 6

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IP SECURITY INTEREST ASSIGNMENT AGREEMENT

This IP SECURITY INTEREST ASSIGNMENT AGREEMENT (this “Agreement”), dated as of March 17, 2023, is entered into by and among Woodforest National Bank (the “Selling Lender”), Rail Holdings, LLC, a Florida limited liability company (the “Purchaser”), and Toadfish LLC, a South Carolina limited liability company (the “Borrower”).

WHEREAS, pursuant to the Loan Sale and Assignment Agreement dated as of March 10, 2023 (“Sale Agreement”; capitalized terms used herein but not otherwise defined herein shall have the meanings provided to such terms in the Sale Agreement or the Credit Agreement (as defined in the Sale Agreement)), by and among the Selling Lender, the Purchaser, and the Borrower, the Selling Lender irrevocably sold and assigned without recourse, and, except as expressly provided in the Sale Agreement, without representation or warranty, to the Purchaser, and the Purchaser irrevocably purchased and assumed from the Selling Lender as of the Closing Date the Assigned Interest, including the Selling Lender’s Liens and security interests granted to it by the Borrower under the Credit Documents.

WHEREAS, pursuant to the Credit Documents, the Borrower executed and delivered to the Selling Lender the Notice of Grant of Security Interest in Patents dated as of August 19, 2021 by and among the Selling Lender and Borrower and recorded at the United States Patent and Trademark Office (“USPTO”) on August 19, 2021 at Reel 057246 Frame 0675 (the “Patent Notice”) and the Notice of Grant of Security Interest in Trademarks dated as of August 19, 2021 at the USPTO by and among the Selling Lender and Borrower and recorded on August 19, 2021 at Reel 7397 Frame 0842 (the “Trademark Notice”; together with the Patent Notice, the “Notices”).

NOW, THEREFORE, IN CONSIDERATION of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Security Interest Assignment. Pursuant to the terms and conditions set forth in the Sale Agreement, the Selling Lender hereby irrevocably sells and assigns without recourse, and, except as expressly provided in this Agreement, without representation or warranty, to the Purchaser, and the Purchaser hereby irrevocably purchases and assumes from the Selling Lender as of the Closing Date the Selling Lender’s Liens and security interests granted to it by the Borrower under the Credit Documents, including the Notices, in the Patents and the Trademarks, including the Patents and Trademarks set forth on Schedule A to this Agreement.

2. Recordation and Further Actions. Selling Lender hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions worldwide, and any other government officials, to record and register this IP Security Interest Assignment Agreement upon request by Purchaser. Following the date hereof, and at no cost to Purchaser, Selling Lender shall take such additional steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, additional agreements, or other documents, as may be necessary to effect, evidence, or perfect the assignment referenced herein to Purchaser, or any assignee or successor thereto.

3. Successors and Assigns. This IP Security Interest Assignment Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4. Incorporation. All terms set forth in the Sale Agreement are hereby incorporated herein by reference with the same force and effect as though fully set forth herein. To the extent that the terms set forth herein are inconsistent with the terms of the Sale Agreement, the terms set forth in Sale Agreement shall control.

5. Counterparts; Electronic Delivery. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of this Agreement by facsimile or other electronic means shall be effective as an original.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Florida.

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

SELLING LENDER:

WOODFOREST NATIONAL BANK

By: Tom Aderhold
Name: Tom Aderhold
Title: Executive Vice President

PURCHASER:

RAIL HOLDINGS, LLC

By: _____
Name: Robert Feldsott
Title: Manager

BORROWER:

TOADFISH LLC,
a South Carolina limited liability company

By: _____
Name:
Title:

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

SELLING LENDER:

WOODFOREST NATIONAL BANK

By: _____
Name:
Title:

PURCHASER:

RAIL HOLDINGS, LLC

By:  _____
Name: Robert Feldsott
Title: Manager

BORROWER:

TOADFISH LLC,
a South Carolina limited liability company

By: _____
Name:
Title:

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

SELLING LENDER:

WOODFOREST NATIONAL BANK

By: _____
Name:
Title:

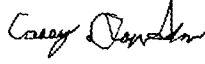
PURCHASER:

RAIL HOLDINGS, LLC

By: _____
Name: Robert Feldsott
Title: Manager

BORROWER:

TOADFISH LLC,
a South Carolina limited liability company

By: _____ 
Name: Casey Davidson
Title: CEO

Schedule A

U.S. Patents Subject to Security Interest
Granted by Toadfish, LLC
In Favor of Woodforest National Bank, as Lender
Recorded August 19, 2021 at Reel 057246 Frame 0675

Issued Patents

Title	Patent No.	Issue Date
CRAB SHELL CUTTER	D916567	04/20/2021
CRAB SHELL CUTTER	D900563	11/03/2020
REEL SEAT	D873952	01/28/2020
KNIFE	D852005	06/25/2019
SHRIMP DEVEINER	D846362	04/23/2019

U.S. Trademarks Subject to Security Interest
Granted by Toadfish, LLC
In Favor of Woodforest National Bank, as Lender
Recorded August 19, 2021 at Reel 7397 Frame 0842

Trademark Registrations

Mark	Reg. No.	Reg. Date
TOADFISH	6347121	05/11/2021
THE ANCHOR	6347103	05/11/2021
STOWAWAY	6247552	01/12/2021
THE OYSTER ANSWER	6097517	07/07/2020
TOADFISH	5649222	01/08/2019
Design Only	5648462	01/08/2019
FROGMORE	5648451	01/08/2019
Design Only	5648449	01/08/2019
PUT 'EM BACK	5648408	01/08/2019
TOADFISH	5509002	07/03/2018
TOADFISH and Design	5482024	05/29/2018
TOADFISH and Design	5482023	05/29/2018
TOADFISH	5342803	11/21/2017
THE WORLD IS YOUR OYSTER	5289567	09/19/2017

Trademark Applications

Mark	Appl. No.	Filing Date
NON-TIPPING CAN COOLER	90780182	06/17/2021
TOADFISH	90780136	06/17/2021