

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM797353

<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 Products, Inc.		03/23/2023	Corporation: CALIFORNIA
West Marine, Inc.		03/23/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Marine 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: 34</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6937072	SEAVOLT	
<b>Registration Number:</b>	6937073	SEAVOLT	
<b>Registration Number:</b>	4502197	BLACKTIP	
<b>Registration Number:</b>	4502198	BLACKTIP	
<b>Registration Number:</b>	4434003	BLACKTIP	
<b>Registration Number:</b>	4495221	BLACKTIP	
<b>Registration Number:</b>	4491363	BLACKTIP	
<b>Registration Number:</b>	5999656	BLACKTIP JETSPORTS	
<b>Registration Number:</b>	5791434	BLUEFUTURE	
<b>Registration Number:</b>	5132029	CAPTAIN'S PICK	
<b>Registration Number:</b>	5212009	CAPTAIN'S PICK YOUR BEST VALUE	
<b>Registration Number:</b>	5212010	CAPTAIN'S PICK YOUR BEST VALUE	
<b>Registration Number:</b>	3605774	PURE OCEANS	
<b>Registration Number:</b>	5399036	WEST MARINE CONNECT	
<b>Registration Number:</b>	4310284	WEST MARINE FOR YOUR LIFE ON THE WATER	
<b>Registration Number:</b>	4310285	WEST MARINE FOR YOUR LIFE ON THE WATER	
<b>Registration Number:</b>	4310286	WEST MARINE FOR YOUR LIFE ON THE WATER	

CH \$865.00 6937072

Property Type	Number	Word Mark
Registration Number:	4310287	WEST MARINE FOR YOUR LIFE ON THE WATER
Registration Number:	5239474	WEST MARINE OUTLET
Registration Number:	5312413	WEST MARINE PRO
Registration Number:	1437536	1-800-BOATING
Registration Number:	3731932	BLACKTIP
Registration Number:	2571286	BOTTOMSHIELD
Registration Number:	2814467	
Registration Number:	2627296	SEAFIT
Registration Number:	1594851	SEAFIT
Registration Number:	3404134	THIRD REEF
Registration Number:	3221434	WEST ADVANTAGE REWARDS
Registration Number:	2739458	WEST ADVISOR
Registration Number:	2634659	WEST MARINE
Registration Number:	1581444	WEST MARINE
Registration Number:	1584237	WEST MARINE
Registration Number:	2970021	WEST MARINE EXPRESS
Serial Number:	88827156	BLACKTIP

#### 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 60654

ATTORNEY DOCKET NUMBER:	53874-2
NAME OF SUBMITTER:	Rob Soneson
SIGNATURE:	/rsoneson/
DATE SIGNED:	03/24/2023

#### Total Attachments: 9

source=WM -- 2A Sponsor IPSA -- Executed Version#page1.tif

source=WM -- 2A Sponsor IPSA -- Executed Version#page2.tif

source=WM -- 2A Sponsor IPSA -- Executed Version#page3.tif

source=WM -- 2A Sponsor IPSA -- Executed Version#page4.tif

source=WM -- 2A Sponsor IPSA -- Executed Version#page5.tif

source=WM -- 2A Sponsor IPSA -- Executed Version#page6.tif

source=WM -- 2A Sponsor IPSA -- Executed Version#page7.tif

source=WM -- 2A Sponsor IPSA -- Executed Version#page8.tif



## 2A SPONSOR INTELLECTUAL PROPERTY SECURITY AGREEMENT

This 2A SPONSOR INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 23, 2023, (this “Agreement”), among West Marine Products, Inc. and West Marine, Inc. (each a “Grantor”) and Marine One Holdco, Inc., as collateral agent (in such capacity, the “Collateral Agent”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement described below).

Reference is made to that certain 2A Sponsor Pledge and Security Agreement, dated as of March 23, 2023 (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 Collateral Agent. The 2A Sponsor Lenders (as defined below) have extended credit to the Borrower (as defined in 2A Sponsor Credit Agreement, dated as of March 23, 2023 (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 “2A Sponsor 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 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.

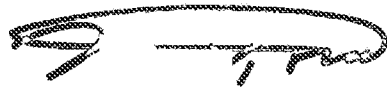
SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights 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.

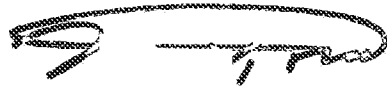
[Signature Pages Follow]

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

WEST MARINE PRODUCTS, INC.


By:   
Name: Michael Kang  
Title: Interim Chief Financial Officer

WEST MARINE, INC.

By:   
Name: Michael Kang  
Title: Interim Chief Financial Officer

MARINE ONE HOLDCO, INC.,

as the Collateral Agent



By: \_\_\_\_\_

Name: Chuck Rubin




Title: Chief Executive Officer

## SCHEDULE I

### U.S. FEDERAL TRADEMARK APPLICATIONS AND REGISTRATIONS:

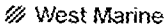
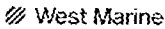

Trademark	Status	Application #/ Filing Date	Registration #/ Reg. Date	Owner
BLACKTIP	Pending	88827156 3/9/2020	—	West Marine Products, Inc.
SEAVOLT	Registered	88782163 2/2/2020	6937072 12/27/2022	West Marine Products, Inc.
SEAVOLT and Design 	Registered	88782169 2/2/2020	6937073 12/27/2022	West Marine Products, Inc.
BLACKTIP	Registered	85535052 2/6/2012	4502197 3/25/2014	West Marine Products, Inc.
BLACKTIP	Registered	85535067 2/6/2012	4502198 3/25/2014	West Marine Products, Inc.
BLACKTIP	Registered	85980078 2/6/2012	4434003 11/12/2013	West Marine Products, Inc.
BLACKTIP	Registered	85452654 10/20/2011	4495221 3/11/2014	West Marine Products, Inc.
BLACKTIP	Registered	77982989 1/27/2010	4491363 3/4/2014	West Marine Products, Inc.
BLACKTIP JETSPORTS	Registered	88059688 7/31/2018	5999656 3/3/2020	West Marine Products, Inc.
BLUEFUTURE	Registered	87717237 12/12/2017	5791434 7/2/2019	West Marine Products, Inc.
CAPTAIN'S PICK	Registered	87014975 4/26/2016	5132029 1/31/2017	West Marine Products, Inc.
CAPTAIN'S PICK YOUR BEST VALUE	Registered	87014980 4/26/2016	5212009 5/30/2017	West Marine Products, Inc.
CAPTAIN'S PICK YOUR BEST VALUE and design 	Registered	87014983 4/26/2016	5212010 5/30/2017	West Marine Products, Inc.
PURE OCEANS	Registered	77564686 9/8/2008	3605774 4/14/2009	West Marine Products, Inc.
WEST MARINE CONNECT	Registered	87116192 7/26/2016	5399036 2/13/2018	West Marine Products, Inc.



<b>Trademark</b>	<b>Status</b>	<b>Application #/ Filing Date</b>	<b>Registration #/ Reg. Date</b>	<b>Owner</b>
WEST MARINE FOR YOUR LIFE ON THE WATER	Registered	85515131 1/12/2012	4310284 3/26/2013	West Marine Products, Inc.
WEST MARINE FOR YOUR LIFE ON THE WATER	Registered	85515141 1/12/2012	4310285 3/26/2013	West Marine Products, Inc.
WEST MARINE FOR YOUR LIFE ON THE WATER and Design  	Registered	85515196 1/12/2012	4310286 3/26/2013	West Marine Products, Inc.
WEST MARINE FOR YOUR LIFE ON THE WATER and Design  	Registered	85515200 1/12/2012	4310287 3/26/2013	West Marine Products, Inc.
WEST MARINE OUTLET	Registered	87039593 5/17/2016	5239474 7/11/2017	West Marine Products, Inc.
WEST MARINE PRO	Registered	86968491 4/7/2016	5312413 10/17/2017	West Marine Products, Inc.
1-800-BOATING	Registered	73452776 11/14/1983	1437536 4/21/1987	West Marine Products, Inc.
BLACKTIP	Registered	77323186 11/7/2007	3731932 12/29/2009	West Marine Products, Inc.
BOTTOMSHIELD	Registered	76253371 5/4/2001	2571286 5/21/2002	West Marine Products, Inc.
Design only 	Registered	76245135 4/23/2001	2814467 2/17/2004	West Marine Products, Inc.
SEAFIT	Registered	76087899 7/12/2000	2627296 10/1/2002	West Marine Products, Inc.
SEAFIT	Registered	73758185 10/17/1988	1594851 5/8/1990	West Marine Products, Inc.
THIRD REEF	Registered	77018648 10/11/2006	3404134 4/1/2008	West Marine Products, Inc.

Schedule I

**TRADEMARK**  
**REEL: 008014 FRAME: 0560**

<b>Trademark</b>	<b>Status</b>	<b>Application #/ Filing Date</b>	<b>Registration #/ Reg. Date</b>	<b>Owner</b>
WEST ADVANTAGE REWARDS	Registered	78617157 4/26/2005	3221434 3/27/2007	West Marine Products, Inc.
WEST ADVISOR	Registered	76049768 5/16/2000	2739458 7/22/2003	West Marine Products, Inc.
WEST MARINE	Registered	76278925 6/29/2001	2634659 10/15/2002	West Marine Products, Inc.
WEST MARINE and Design 	Registered	73762046 11/7/1988	1581444 2/6/1990	West Marine Products, Inc.
WEST MARINE and Design 	Registered	73762347 11/7/1988	1584237 2/27/1990	West Marine Products, Inc.
WEST MARINE EXPRESS and Design 	Registered	78311818 10/9/2003	2970021 7/19/2005	West Marine Products, Inc.

**SCHEDULE II**

**PATENTS**

None.

**PATENT APPLICATIONS**

None.

**SCHEDULE III**

**COPYRIGHTS**

**U.S. REGISTRATIONS AND APPLICATIONS:**

<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	<u>TXu000971042</u>
State by state rules for net operating losses	West Marine, Inc.	U.S.	2000-02-18	<u>TXu000934974</u>
Boat US project handbook.	West Marine Products, Inc.	U.S.	2002-01-28	TXu001018809