

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM797876

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	1A Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
West Marine Products, Inc.		03/23/2023	Corporation: FLORIDA
West Marine, Inc.		03/23/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as collateral agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Serial Number:	88827156	BLACKTIP	
Registration Number:	6937072	SEAVOLT	
Registration Number:	6937073	SEAVOLT	
Registration Number:	4502197	BLACKTIP	
Registration Number:	4502198	BLACKTIP	
Registration Number:	4434003	BLACKTIP	
Registration Number:	4495221	BLACKTIP	
Registration Number:	4491363	BLACKTIP	
Registration Number:	5999656	BLACKTIP JETSPORTS	
Registration Number:	5791434	BLUEFUTURE	
Registration Number:	5132029	CAPTAIN'S PICK	
Registration Number:	5212009	CAPTAIN'S PICK YOUR BEST VALUE	
Registration Number:	5212010	CAPTAIN'S PICK YOUR BEST VALUE	
Registration Number:	3605774	PURE OCEANS	
Registration Number:	5399036	WEST MARINE CONNECT	
Registration Number:	4310284	WEST MARINE FOR YOUR LIFE ON THE WATER	
Registration Number:	4310285	WEST MARINE FOR YOUR LIFE ON THE WATER	
Registration Number:	4310286	WEST MARINE FOR YOUR LIFE ON THE WATER	

OP \$865.00 88827156

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

CORRESPONDENCE DATA

Fax Number:

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: 212.318.6000

Email: JeffreyNegron@PaulHastings.com

Correspondent Name: Jeffrey Negron

Address Line 1: Paul Hastings LLP

Address Line 2: 200 Park Avenue

Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	Jeffrey M. Negron
SIGNATURE:	/s/ Jeffrey M. Negron
DATE SIGNED:	03/27/2023

Total Attachments: 8

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1A INTELLECTUAL PROPERTY SECURITY AGREEMENT

This 1A 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 Barclays Bank PLC, 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 1A 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 1A Lenders (as defined below) have extended credit to the Borrower (as defined in 1A 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 “1A Lenders”) and Barclays Bank PLC, 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 Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule II;

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

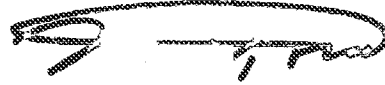
pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as 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.

[Rest of page left intentionally blank. Signatures on the following page.]

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

BARCLAYS BANK PLC,
as Collateral Agent

By: 
Name: Regina Tarone
Title: Managing Director




SCHEDULE I

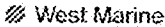
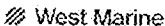

U.S. FEDERAL TRADEMARK APPLICATIONS AND REGISTRATIONS:

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.
WEST MARINE FOR YOUR LIFE ON THE WATER	Registered	85515131 1/12/2012	4310284 3/26/2013	West Marine Products, Inc.

Schedule I

TRADEMARK
REEL: 008017 FRAME: 0958

Trademark	Status	Application #/ Filing Date	Registration #/ Reg. Date	Owner
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.
WEST ADVANTAGE REWARDS	Registered	78617157 4/26/2005	3221434 3/27/2007	West Marine Products, Inc.

Trademark	Status	Application #/ Filing Date	Registration #/ Reg. Date	Owner
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

COPYRIGHTS

U.S. REGISTRATIONS AND APPLICATIONS:

Title	Owner	Jurisdiction	Registration Date	Registration No.
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
Boat US project handbook.	West Marine Products, Inc.	U.S.	2002-01-28	TXu001018809