

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM809480

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Toadfish LLC		05/04/2023	Limited Liability Company: SOUTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rail Holdings, LLC		
<b>Street Address:</b>	43 McKee Drive		
<b>City:</b>	Mahwah		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07430		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5648451	FROGMORE	
<b>Registration Number:</b>	5648462		
<b>Registration Number:</b>	5648449		
<b>Registration Number:</b>	5648408	PUT 'EM BACK	
<b>Registration Number:</b>	5289567	THE WORLD IS YOUR OYSTER	
<b>Registration Number:</b>	5649222	TOADFISH	
<b>Registration Number:</b>	5509002	TOADFISH	
<b>Registration Number:</b>	5342803	TOADFISH	
<b>Registration Number:</b>	5482023	TOADFISH	
<b>Serial Number:</b>	86556710	TOADFISH	
<b>Serial Number:</b>	87293468	TOADFISH	
<b>Registration Number:</b>	5482024	TOADFISH	
<b>Serial Number:</b>	97515788		
<b>Serial Number:</b>	97515719	FLATS BASTARD	
<b>Serial Number:</b>	90780182	NON-TIPPING CAN COOLER	
<b>Serial Number:</b>	97515694	STOWAWAY	
<b>Registration Number:</b>	6247552	STOWAWAY	
<b>Registration Number:</b>	6347103	THE ANCHOR	
<b>Registration Number:</b>	6097517	THE OYSTER ANSWER	

CH \$565.00 5648451

Property Type	Number	Word Mark
Registration Number:	6347121	TOADFISH
Serial Number:	97514189	TOADFISH
Registration Number:	6779291	TOADFISH

**CORRESPONDENCE DATA**

**Fax Number:** 8132270498  
*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:** 813-227-7401  
**Email:** mmason@trenam.com  
**Correspondent Name:** Monica B. Mason, Esq.  
**Address Line 1:** 101 E. KENNEDY BLVD.  
**Address Line 2:** SUITE 2700  
**Address Line 4:** TAMPA, FLORIDA 33602

<b>NAME OF SUBMITTER:</b>	Monica B. Mason, Esq.
<b>SIGNATURE:</b>	/monica b. mason/
<b>DATE SIGNED:</b>	05/10/2023

**Total Attachments: 10**

- source=Executed Assignment of Intellectual Property - Toadfish LLC - Rail Holdings, LLC#page1.tif
- source=Executed Assignment of Intellectual Property - Toadfish LLC - Rail Holdings, LLC#page2.tif
- source=Executed Assignment of Intellectual Property - Toadfish LLC - Rail Holdings, LLC#page3.tif
- source=Executed Assignment of Intellectual Property - Toadfish LLC - Rail Holdings, LLC#page4.tif
- source=Executed Assignment of Intellectual Property - Toadfish LLC - Rail Holdings, LLC#page5.tif
- source=Executed Assignment of Intellectual Property - Toadfish LLC - Rail Holdings, LLC#page6.tif
- source=Executed Assignment of Intellectual Property - Toadfish LLC - Rail Holdings, LLC#page7.tif
- source=Executed Assignment of Intellectual Property - Toadfish LLC - Rail Holdings, LLC#page8.tif
- source=Executed Assignment of Intellectual Property - Toadfish LLC - Rail Holdings, LLC#page9.tif
- source=Executed Assignment of Intellectual Property - Toadfish LLC - Rail Holdings, LLC#page10.tif

## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment of IP Agreement") is made and entered into effective as of May 4, 2023 (the "Effective Date") by and between Toadfish LLC (the "Assignor"), Rail Holdings, LLC (the "Assignee") and Rail Holdings, LLC, as assignee of Woodforest National Bank (the "Secured Party Seller").

WHEREAS, the Secured Party Seller extended loans and provided financial accommodations to the Assignor pursuant to and in accordance with the terms and conditions of that certain (i) Credit Agreement dated as of August 19, 2021 among Assignor as borrower and Woodforest National Bank as lender (as amended by that certain First Amendment to Credit Agreement dated as of November 15, 2021, Forbearance Agreement dated June 16, 2022 and that certain Second Forbearance Agreement and Second Amendment to Credit Agreement dated as of October 20, 2022), (ii) Pledge and Security Agreement dated August 19, 2021; and (iii) all agreements, documents and instruments at any time executed and/or delivered in connection therewith or related thereto (collectively, the "Loan Documents");

WHEREAS, Woodforest National Bank sold, transferred, conveyed and assigned all of its rights, title and interest under the Loan Documents including, but not limited to, the IP (defined herein), to Secured Party Seller;

WHEREAS, as of the date hereof, the Secured Party Seller holds valid and enforceable security interests and liens on the Purchased Assets (as defined below) including, but not limited to, the IP to secure payment and satisfaction of the Secured Party Seller's claims against the Assignor under the Loan Documents;

WHEREAS, the Assignor is in default of its obligations under the Loan Documents and, as a result of such defaults, the Secured Party Seller exercised its remedies under the Loan Documents and applicable law, to foreclose its security interest upon and sell the Purchased Assets to Assignee under the Secured Party Bill of Sale (as such terms are defined below);

WHEREAS, the Secured Party Seller, the Assignee and the Assignor are parties to that certain Secured Party Bill of Sale and Assumption and Assignment Agreement, dated effective as of May 4, 2023 (the "Secured Party Bill of Sale"), pursuant to which, among other things, the Secured Party Seller sold to the Assignee, free and clear of the Secured Party Seller's and all and any junior pledge, lien, security interest or other encumbrance in a public sale conducted under Sections 9-610 through 9-619 and 9-629 through 9-635 of the Uniform Commercial Code as in effect on the date of such sale in the State of South Carolina (the "Secured Party Seller Sale"), the Assignor's right, title, and interest in the Purchased Assets (as defined in the Secured Party Bill of Sale), which includes all Intellectual Property Rights (as defined below) owned by the Assignor (collectively, the "IP"), including, but not limited to all of Assignor's right, title, and interest in and to (i) the U.S. trademarks, trademark registrations, and trademark applications set forth in Schedule A attached hereto, along with all associated goodwill and the portions of the Assignor's business to which such marks pertain, (ii) the non-U.S. trademarks, trademark registrations, and trademark applications set forth in Schedule B attached hereto, along with all associated goodwill and the portions of the Assignor's business to which such marks pertain, (iii) the U.S. patents,

patent applications, and patent rights set forth in Schedule C attached hereto, (iv) the non-U.S. patents, patent applications, and patent rights set forth in Schedule D attached hereto,; and (v) the domain names (collectively, “Domain Names”) and social media identifiers (collectively, “Social Media Identifiers”) set forth in Schedule E hereto, together with all of Assignor’s copyright rights in and to the content uploaded or posted to the websites accessible via the Domain Names and all of Assignor’s copyright rights in and to the content uploaded or posted to the social media sites, channels, pages, groups, blogs, and lists associated with the Social Media Identifiers, and all associated follower, subscriber, and contact lists;

WHEREAS, for purposes of this Assignment of IP Agreement, “Intellectual Property Rights” means any and all intellectual property rights in any jurisdiction throughout the world, by whatever name or terms known or designated, whether arising by operation of Law, Contract, or otherwise, including: (a) all patents of the United States, all registrations and recordings thereof, and all applications for patents of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor office), including those identified in the Loan Documents, (b) all provisionals, reissues, continuations, divisions, continuations-in-part, reexaminations, revisions, renewals or extensions thereof, and the inventions or designs disclosed or claimed therein, including the right to make, use, import and/or sell the inventions or designs disclosed or claimed therein; (c) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including, without limitation, those identified in the Loan Documents, (d) all goodwill associated therewith or symbolized thereby, and (e) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable United States federal law; and

WHEREAS, consistent with the Secured Party Seller Sale and pursuant to the Secured Party Bill of Sale, the Assignor has agreed to deliver this Assignment of IP Agreement to the Assignee, assigning to the Assignee all of the Assignor’s rights, title, and interest in and to the IP.

NOW, THEREFORE, pursuant to the Secured Party Bill of Sale and in consideration of the promises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Capitalized Terms. Unless expressly noted otherwise, capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Secured Party Bill of Sale. The foregoing recitals are incorporated herein as representations and warranties and made a part of this Assignment of IP Agreement.

2. Assignment. Assignor hereby irrevocably sells, transfers, assigns, conveys, and delivers to Assignee all right, title and interest in and to the IP, including all other corresponding rights related to the IP that are or may be hereafter secured under the laws of any country, now or hereafter in effect, and all rights of action and remedies for past, present, and future infringements of the IP, the same to be held and fully enjoyed by Assignee, its successors, assigns, and other legal representatives.

3. Recordation and Further Actions. The Assignor hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment of IP Agreement upon request by the Assignee. Following the date hereof, upon the Assignee's reasonable request, and at the Assignee's sole cost and expense, the Assignor shall take such steps and actions, and provide such cooperation and assistance to the Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the IP assets to the Assignee, or any assignee or successor thereto. Such assistance shall include, but not be limited to, effectuating the transfer of the possession and control of the Domain Names and Social Media Identifiers to Assignee with the registrars of the applicable Domain Names and the owners of the applicable social media platforms, and taking any steps and completing any documents, forms, or information requests that may be required by each such registrar or platform owner.

4. Terms of the Secured Party Bill of Sale. The express terms of the Secured Party Bill of Sale are incorporated herein by this reference. The Assignor and the Assignee acknowledge and agree that the express representations, warranties, covenants, and agreements contained in the Secured Party Bill of Sale shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Secured Party Bill of Sale and the terms hereof, the terms of the Secured Party Bill of Sale shall govern.

5. Assignor Representations and Warranties. Except to the extent as set forth in the Secured Party Bill of Sale, the Assignor specifically disclaims (and Assignee expressly agrees that the Assignor is not making or giving) any covenant, undertaking, representation or warranty, express or implied, in connection with the Assignor's sale and assignment of the IP, or any other matter relating thereto, and that such sale and assignment is without recourse to the Assignor, is made on an "AS IS, WHERE IS" basis, and is made without any representations or warranties, express or implied, as to ownership, title, condition or any other matters whatsoever.

6. Counterparts. This Assignment of IP Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment of IP Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment of IP Agreement.

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment of IP Agreement as of the Effective Date.

**ASSIGNEE:**

**RAIL HOLDINGS, LLC**

By: 

Name: Robert Feldsott

Title: Manager

Assignee Address:

43 McKee Drive

Mahwah, NJ 07430

**ASSIGNOR:**

**TOADFISH LLC**

By: 

Name: Casey Davidson

Title: CEO

Assignor Address:

1750 Signal Point Rd., Unit B

Charleston, S.C. 29412

**SECURED PARTY SELLER:**

**RAIL HOLDINGS, LLC**

By: 

Name: Robert Feldsott

Title: Manager

Secured Party Seller Address:





43 McKee Drive


Mahwah, NJ 07430

[Signature Page to IP Assignment]

**SCHEDULE A**

**U.S. trademarks, trademark registrations, and trademark applications**

<b>Country</b>	<b>Mark</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Status</b>
UNITED STATES	FROGMORE	87/936,975	5/25/2018	5,648,451	1/8/2019	REGISTERED
UNITED STATES		87/937,107	5/25/2018	5,648,462	1/8/2019	REGISTERED
						
UNITED STATES		87/936,942	5/25/2018	5,648,449	1/8/2019	REGISTERED
						
UNITED STATES	PUT 'EM BACK	87/936,570	5/25/2018	5,648,408	1/8/2019	REGISTERED
UNITED STATES	THE WORLD IS YOUR OYSTER	87/304,968	1/17/2017	5,289,567	9/19/2017	REGISTERED
UNITED STATES	TOADFISH	87/958,681	6/12/2018	5,649,222	1/8/2019	REGISTERED
UNITED STATES	TOADFISH	86/983,892	3/7/2015	5,509,002	7/3/2018	REGISTERED
UNITED STATES	TOADFISH	87/975,959	1/9/2017	5,342,803	11/21/2017	REGISTERED
UNITED STATES		87/318,099	1/30/2017	5,482,023	5/29/2018	REGISTERED
	 TOADFISH					
UNITED STATES	TOADFISH	86/556,710	3/7/2015			ABANDONED
UNITED STATES	TOADFISH	87/293,468	1/9/2017			ABANDONED
UNITED STATES		87/318,131	1/30/2017	5,482,024	5/29/2018	REGISTERED
	 TOADFISH					

UNITED STATES		97/515,788	7/22/2022				PENDING
UNITED STATES	FLATS BASTARD	97/515,719	7/22/2022				PENDING
UNITED STATES	NON-TIPPING CAN COOLER	90/780,182	6/17/2021				ABANDONED
UNITED STATES	STOWAWAY	97/515,694	7/22/2022				PENDING
UNITED STATES	STOWAWAY	88/896,893	5/1/2020	6,247,552	1/12/2021		REGISTERED
UNITED STATES	THE ANCHOR	90/168,248	9/9/2020	6,347,103	5/11/2021		REGISTERED
UNITED STATES	THE OYSTER ANSWER	88/422,780	5/9/2019	6,097,517	7/7/2020		REGISTERED
UNITED STATES	TOADFISH	90/168,387	9/9/2020	6,347,121	5/11/2021		REGISTERED
UNITED STATES	TOADFISH	86/556,710	3/7/2015				ABANDONED
UNITED STATES	TOADFISH	97/514,189	7/21/2022				PENDING
UNITED STATES	TOADFISH	90/780,136	6/17/2021	6,779,291	7/5/2022		REGISTERED



**SCHEDULE B**

**Non-U.S. trademarks, trademark registrations, and trademark applications**

None.

**SCHEDULE C**

**U.S. patents, patent applications and patent rights**

<b>Country</b>	<b>Title</b>	<b>App. Status</b>	<b>Ref. No.</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Patent No.</b>	<b>Issue Date</b>
UNITED STATES	Bottle Insulating Device	EXPIRED	ZU837-21017	63/196,359	6/3/2021		
UNITED STATES	Bottle Insulating Device	PENDING	ZU837-22022	17/828,402	5/31/2022		
UNITED STATES	Crab Shell Cutter	EXPIRED	ZU837-19009	62/774,690	12/3/2018		
UNITED STATES	Crab Shell Cutter	ISSUED	ZU837-18007	29/672,142	12/3/2018	D900,563	11/3/2020
UNITED STATES	Crab Shell Cutter	PENDING	ZU837-20011	16/700,702	12/2/2019		
UNITED STATES - DIV	Crab Shell Cutter	ISSUED	ZU837-21014	29/752,985	9/29/2020	D916,567	4/20/2021
UNITED STATES	Cutting Board	EXPIRED	ZU837-20012	63/056,783	7/27/2020		
UNITED STATES	Cutting Board	ALLOWED	ZU837-21018	17/385,447	7/26/2021		
UNITED STATES	Filet Knife	EXPIRED	ZU837-20013	63/056,784	7/27/2020		
UNITED STATES	Filet Knife	ALLOWED	ZU837-21019	17/385,449	7/26/2021		
UNITED STATES	Knife	ISSUED	ZU837-18003	29/621,520	10/9/2017	D852,005	6/25/2019
UNITED STATES	Reel Seat	ISSUED	ZU837-19008	29/667,908	10/25/2018	D873,952	1/28/2020
UNITED STATES	Shrimp Deveiner	ISSUED	ZU837-18004	29/621,715	10/11/2017	D846,362	4/23/2019

**SCHEDULE D**

**Non- U.S. patents, patent applications and patent rights**

None.

## SCHEDULE E

### Domain Names and Social Media Identifiers

#### Domain Names

Domain Name
10-sqft.com
nontippingcancooler.com
nontippingkoozie.com
oystertoadfsh.com
pos-toadfsh.com
suctioncancoolers.com
suctioncupholder.com
suctiondogbowl.com
suctionkoozie.com
toadfsh-outfitters.com
toadfsh-tv.com
toadfsh-wholesale.com
toadfsh.ca
toadfsh.co.nz
toadfsh.net
toadfsh.org
toadfsh.shop
toadfshcustomshop.com
toadfshflop.com
toadfshoutfitters.co.nz
toadfshoutfitters.com
toadfshpromoshop.com
toadfshstv.co
toadfshstv.com
toadfshstv.org
vip-toadfsh.com

#### Social Media Accounts

Platform	Handle
Facebook	ToadfshOutfitters
Instagram	@ToadfshOutfitters
Twitter	@ToadfshOutfitters
TikTok	@ToadfshOutfitters