

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM828481

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900788689		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orange Beach Store, LLC		06/28/2023	Limited Liability Company: ALABAMA
RECEIVING PARTY DATA			
Name:	Orange Beach Land Company, LLC		
Street Address:	26830 Canal Road		
City:	Orange Beach		
State/Country:	ALABAMA		
Postal Code:	36561		
Entity Type:	Limited Liability Company: ALABAMA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5124296	BEACH	
Registration Number:	5347388		
Registration Number:	5377037	BEACH	
Registration Number:	5840852	B	
Registration Number:	5991423	B	
Registration Number:	6113792	BEACH	
Serial Number:	97257283	BEACH	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	2516266696		
Email:	ccheely@stonecrosby.com		
Correspondent Name:	Cason Cheely		
Address Line 1:	8820 Highway 90		
Address Line 4:	Daphne, ALABAMA 36526		
NAME OF SUBMITTER:	Cason Cheely		
SIGNATURE:	/Cason Cheely/		

DATE SIGNED:	08/01/2023
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Total Attachments: 5

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, ORANGE BEACH STORE, LLC, an Alabama Limited Liability Company, having its primary place of business at 26830 Canal Road, Orange Beach, AL 36561, hereinafter referred to as “Assignor”, is the sole and exclusive owner of the entire right, title and interest in, to and under the trademarks described on Exhibit A attached hereto and incorporated herein by this reference, including any and all common law trademark rights and goodwill existing in the trademarks (collectively, the “Trademarks”).

WHEREAS, ORANGE BEACH LAND COMPANY, LLC, an Alabama Limited Liability Company, having its primary place of business at 26830 Canal Road, Orange Beach, AL 36561, hereinafter referred to as “Assignee”, is desirous of obtaining the entire right, title and interest in, to and under the Trademarks;

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and obligations contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with applicable law, intending to be legally bound by this Agreement, the Parties hereby agree as follows:

1. *Assignment.* Assignor hereby sells, assigns, transfers and sets over unto said Assignee, its successors, legal representatives and assigns, its entire right, title and interest in, to and under the Trademarks, including all common law trademark rights therein for International Trademark Class 25 goods and all common law trademark rights therein for goods and services in any and all other international trademark classes, and including the goodwill and the part of Assignor’s business associated with the sale of goods and services bearing the Trademarks, and including all applications, registrations, divisions, reexaminations, extensions, renewals, continuations and reissues thereof.

Assignor agrees to be responsible for filing the recordation of this assignment and all costs associated therewith.

Assignor hereby requests that the Commissioner of Trademarks of the United States and the Office of the Alabama Secretary of State Trademarks Division record this assignment of all right, title and interest in the Trademarks to Assignee.

Assignor further hereby sells, assigns, transfers and sets over any and all income, royalties or payments due or payable as of the effective date of this Assignment or thereafter, including all claims for damages by reason of past, present or future infringement or other unauthorized use, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. *Assignor’s Representations and Warranties.* Assignor hereby represents and warrants:

- i) that it has the legal right and authority to execute this Agreement, and to validly assign the entire right, title and interest in, to and under the Trademarks to Assignee and

- ii) that it has not executed any other agreement that would conflict with the terms of this Agreement, nor shall it execute any such agreement in the future. Assignor makes no representations or warranties as to the validity or enforceability of the Trademarks subsequent to the date of this Agreement.
3. *Trademarks Status.* Assignee hereby acknowledges that any finding or ruling subsequent to the date of this Agreement that the Trademarks are invalid or unenforceable shall not give rise to a cause of action against Assignor under this Agreement, unless Assignor has committed fraud in executing this Agreement.
4. *Further Actions.* Assignor hereby agrees to (a) execute, verify, acknowledge and deliver all such further papers, including trademark applications and instruments of transfer, and to take any further actions necessary to aid Assignee in perfecting its interest in the Trademarks and in enforcing any and all protections or privileges deriving from the Trademarks and (b) perform such other acts as Assignee lawfully may request to obtain or maintain the Trademarks and any and all applications and registrations for the Trademarks in any and all countries.
5. *Governing Law.* This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Alabama, without regard to conflict of law principles.
6. *Counterparts.* This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
7. *Severability.* If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
8. *Notice.* Any notice required or otherwise given pursuant to this Agreement shall be in writing and addressed as follows:

If to Assignor:

ORANGE BEACH STORE, LLC
26830 Canal Road
Orange Beach, AL 36561

If to Assignee:

ORANGE BEACH LAND COMPANY,
LLC
26830 Canal Road
Orange Beach, AL 36561

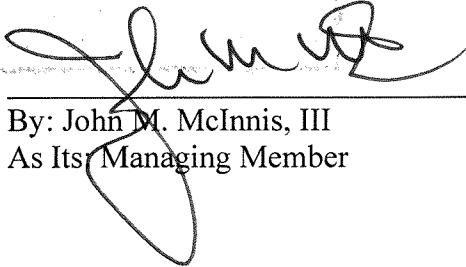
9. *Headings.* The headings for sections herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
10. *Entire Agreement.* This Agreement constitutes the entire agreement between Assignor and Assignee and supersedes any prior understanding or representation of any kind preceding the

date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the 28th day of June, 2023.


ASSIGNOR

ORANGE BEACH STORE, LLC


By: John M. McInnis, III
As Its Managing Member

ASSIGNEE


ORANGE BEACH LAND COMPANY, LLC

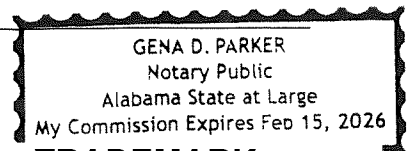

By: Cameron Price
As Its: Managing Member

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said County in said State, hereby certify that JOHN M. MCINNIS, III, whose name as Managing Member of ORANGE BEACH STORE, LLC, a limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such authorized member/manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and notarial seal on this 28th day of June, 2023.


Notary Public, Baldwin County, Alabama
Printed: Gena D. Parker
My Commission Expires: _____



STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said County in said State, hereby certify that CAMERON PRICE, whose name as Managing Member of ORANGE BEACH LAND COMPANY, LLC, a limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such authorized member/manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and notarial seal on this 28th day of June, 2023.

GENA D. PARKER
Notary Public, Baldwin County, Alabama
Printed: GENA D. PARKER
My Commission Expires: _____

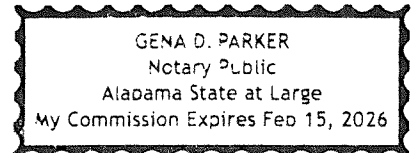


EXHIBIT A

FEDERAL TRADEMARKS

U.S. Trademark Reg. No. 5,124,296
U.S. Trademark Reg. No. 5,347,388
U.S. Trademark Reg. No. 5,377,037
U.S. Trademark Reg. No. 5,840,852
U.S. Trademark Reg. No. 5,991,423
U.S. Trademark Reg. No. 6,113,792
U.S. Trademark Application Serial No. 97,257,283

ALABAMA TRADEMARKS

Alabama Trademark Reg. No. 124-682
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Alabama Trademark Reg. No. 124-684
Alabama Trademark Reg. No. 124-685
Alabama Trademark Reg. No. 124-722
Alabama Trademark Reg. No. 124-723
Alabama Trademark Reg. No. 124-724
Alabama Trademark Reg. No. 124-725
Alabama Trademark Reg. No. 124-734
Alabama Trademark Reg. No. 124-735
Alabama Trademark Reg. No. 124-736
Alabama Trademark Reg. No. 124-737
Alabama Trademark Reg. No. 124-738
Alabama Trademark Reg. No. 124-739