

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM838798

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	1A Intellectual Property Agent Assignment Agreement recorded at Reel 8017/Frame 0952

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		09/12/2023	Public Limited Company: UNITED KINGDOM

## RECEIVING PARTY DATA

<b>Name:</b>	Wilmington Savings Funds Society, FSB
<b>Street Address:</b>	500 Delaware Avenue
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19801
<b>Entity Type:</b>	Federal Savings Bank: UNITED STATES

## 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

CH \$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: 9494754754

*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: 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: Stephanie Kann

Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER: 06689-00001

NAME OF SUBMITTER: Stephanie Kann

SIGNATURE: /stephanie kann/

DATE SIGNED: 09/12/2023

#### Total Attachments: 9

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## 1A INTELLECTUAL PROPERTY AGENT ASSIGNMENT AGREEMENT

This **1A INTELLECTUAL PROPERTY AGENT ASSIGNMENT AGREEMENT** (this "Agreement") is entered into as of September 12, 2023, by and between **BARCLAYS BANK PLC**, in its capacity as the resigning administrative agent and as the resigning collateral agent ("Resigning Agent") and **WILMINGTON SAVINGS FUNDS SOCIETY, FSB**, in its prospective capacity as the successor administrative agent and as the successor collateral agent ("Successor Agent").

**WHEREAS**, Resigning Agent is party to that certain 1A Credit Agreement, dated as of March 23, 2023 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Rising Tide Holdings Inc., Marine One Parent, Inc., the Resigning Agent, and the Lenders (as defined in the Credit Agreement) party thereto;

**WHEREAS**, Resigning Agent is a party to that certain 1A Intellectual Property Security Agreement (the "IP Security Agreement"), dated as of March 23, 2023 with the Grantors (as defined in the IP Security Agreement), and such IP Security Agreement is recorded at (a) Reel/Frame: 8017/0952 at the United States Patent and Trademark Office and (b) Volume/Document: 15014/026 at the United States Copyright Office;

**WHEREAS**, pursuant to the IP Security Agreement, Resigning Agent was granted, for the benefit of the Secured Parties (as defined in that certain 1A Pledge and Security Agreement dated March 23, 2023), a security interest in, and lien on, the Grantors' IP Collateral (as defined in the IP Security Agreement), including the trademarks and copyrights listed on Schedule A attached hereto;

**WHEREAS**, pursuant to that certain Resignation, Appointment and Acceptance Agreement dated as of the date hereof (the "Succession Agreement"), Resigning Agent is resigning as Agent and Successor Agent is being appointed as Agent; and

**WHEREAS**, Resigning Agent desires to assign its rights under the IP Security Agreement to Successor Agent.

**IN CONSIDERATION** of the agreements, provisions and covenants herein contained, the parties hereto hereby agree as follows:

### **Assignment**

(a) Resigning Agent hereby irrevocably assigns, conveys, transfers and delegates to Successor Agent, effective as of the Effective Date (as defined in the Succession Agreement), all of the rights, titles, interests, benefits, authority, powers and duties of Resigning Agent under the IP Security Agreement (other than those rights that expressly survive the resignation pursuant to the Credit Agreement (as defined in the Succession Agreement)), including Resigning Agent's security interest in the Grantor's IP Collateral.

(b) Effective as of the Effective Date, Successor Agent shall succeed to the rights, benefits, authority, powers and duties of the Resigning Agent under the IP Security Agreement as if it were the original collateral agent thereunder, and the rights, titles, interests, benefits,

authority, powers and duties of the Resigning Agent (other than those rights and benefits that expressly survive the resignation pursuant to the Credit Agreement) under the IP Security Agreement shall be terminated.

(c) The Resigning Agent further agrees, at the Borrower's (as defined in the Succession Agreement) request, to (i) execute all documents as may be reasonably requested by the Successor Agent to transfer the rights and privileges of the Resigning Agent under the IP Security Agreement to the Successor Agent and (ii) execute and deliver to Successor Agent and Borrower such additional documents and shall provide such additional information as Successor Agent or Borrower may reasonably request to carry out the terms of this Agreement.

**Miscellaneous**

(a) Each of the parties hereto hereby agrees from time to time, promptly upon request of any other party hereto, to take such additional actions and to execute and deliver such additional documents and instruments as such other party may reasonably request to effect the transactions contemplated by, and to carry out the intent of, this Agreement.

(b) Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Agreement) against whom enforcement of such change, waiver, discharge or termination is sought.

(c) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

**(d) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

(e) This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

(f) This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Resigning Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the

Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

(g) Section 9.03 of the Credit Agreement is hereby incorporated herein by reference and shall apply mutatis mutandis to this Agreement as if fully set forth herein.

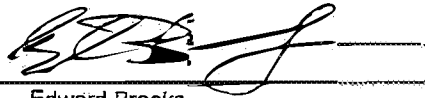
(h) Nothing in this Agreement shall change, amend, limit, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Credit Agreement or any liability or obligation of the Resigning Agent or Successor Agent arising under the Credit Agreement, which shall govern the representations, warranties and obligations in relation to the IP Collateral. In the event that any of the provisions of this Agreement are determined to conflict with the terms of the Credit Agreement, the terms of the Credit Agreement shall control.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the date first written above.

**BARCLAYS BANK PLC,**

in its capacity as the Resigning Agent

By:   
Name: Edward Brooks  
Title: Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY INTEREST AGENT AGREEMENT]

**TRADEMARK**

**REEL: 008195 FRAME: 0694**

**WILMINGTON SAVINGS FUND SOCIETY, FSB,**  
in its capacity as the Successor Agent

By: Patrick D. Healy

Name: Patrick Healy

Title: Senior Vice President



**SCHEDULE A**

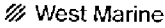

U.S. FEDERAL TRADEMARK APPLICATIONS AND REGISTRATIONS:

<b>Trademark</b>	<b>Status</b>	<b>Application #/ Filing Date</b>	<b>Registration #/ Reg. Date</b>	<b>Owner</b>
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 <b>SeaVolt</b>	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.



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

<b>Trademark</b>	<b>Status</b>	<b>Application #/ Filing Date</b>	<b>Registration #/ Reg. Date</b>	<b>Owner</b>
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.
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  West Marine	Registered	73762046 11/7/1988	1581444 2/6/1990	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 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.

U.S. COPYRIGHTS APPLICATIONS AND REGISTRATIONS :

<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	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