

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM839030

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
West Marine Products, Inc.		09/12/2023	Corporation: FLORIDA
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: 1			
Property Type	Number	Word Mark	
Serial Number:	98117908	BOATERS SERVING BOATERS	
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:	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:	09/13/2023		
Total Attachments: 7			
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ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT

This ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 12, 2023, (this “Agreement”), between West Marine Products, Inc., (“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 ABL Pledge and Security Agreement, dated as of June 1, 2021 (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, among others, the Grantor and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in the ABL Credit Agreement, dated as of June 1, 2021 (as amended by the First Amendment to ABL Credit Agreement, dated as of October 1, 2021, the Waiver and Second Amendment to ABL Credit Agreement, dated as of February 15, 2023, the Third Amendment to ABL Credit Agreement, dated as of March 23, 2023, the Fourth Amendment to ABL Credit Agreement, dated as of April 14, 2023, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time 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 “Lenders”) and Barclays Bank PLC, as administrative agent and collateral agent. Consistent with the requirements set forth in Section 5.12 of the Credit Agreement and Section 4.03(c) 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, the 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 the 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. The 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.

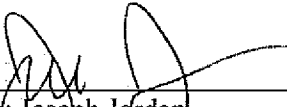
West Marine Products, Inc., as Grantor

DocuSigned by:

Jim Grady

By: _____
Name: Jim Grady
Title: Chief Financial Officer

BARCLAYS BANK PLC,
as the Collateral Agent

By: 
Name: Joseph Jordan
Title: Managing Director

[Signature page to ABL IP Security Agreement (Fifth Amendment)]

TRADEMARK
REEL: 008196 FRAME: 0789

SCHEDULE I

U.S. TRADEMARKS: None

U.S. TRADEMARK APPLICATIONS:

Trademark	Owner	Jurisdiction	Application Date	Application Number
BOATERS SERVING BOATERS	West Marine Products, Inc.	U.S.	8/4/2023	98117908

SCHEDULE II

U.S. PATENTS: None

U.S. PATENT APPLICATIONS: None

SCHEDULE III

U.S. REGISTERED COPYRIGHTS: None

U.S. COPYRIGHT APPLICATIONS: None

Schedule III

RECORDED: 09/13/2023

**TRADEMARK
REEL: 008196 FRAME: 0792**