

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI27990

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
West Marine Products, Inc.		02/08/2024	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Company Name:	Seascapes, Inc.		
Street Address:	1 East Broward Boulevard		
City:	Fort Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33301		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1594851	SEAFIT	
Registration Number:	2627296	SEAFIT	
Registration Number:	6937073	SEAVOLT	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622272		
Email:	carrie.rosenburg@kirkland.com		
Correspondent Name:	Carrie Rosenburg		
Address Line 1:	Kirkland and Ellis		
Address Line 2:	300 N LaSalle		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	53874-1		
NAME OF SUBMITTER:	Carrie Rosenburg		
SIGNATURE:	Carrie Rosenburg		
DATE SIGNED:	02/14/2024		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”), dated as of February 8, 2024, is made by and between West Marine Products, Inc., a California corporation, (the “Assignor”), on the one hand, and Seascapes, Inc., a Delaware corporation (the “Assignee”), on the other hand.

WITNESSETH:

WHEREAS, the Assignor desires to transfer, assign, convey, and deliver to the Assignee, and the Assignee desires to acquire and accept from the Assignor, all of the Assignor’s right, title, and interest in, to, and under all of the Assignor’s registered and unregistered trademarks listed on Schedule 1 hereto, together with all goodwill associated therewith (the “Trademarks”);

WHEREAS, the Assignee is a successor to that part of the Assignor’s business to which the Trademarks pertain, and that business is ongoing and existing; and

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Assignment. The Assignor hereby transfers, assigns, conveys, and delivers to the Assignee, and the Assignee hereby acquires and accepts from the Assignor, all of the Assignor’s right, title, and interest in, to and under the Trademarks, including all (i) common law rights and rights of priority with respect to the same, (ii) rights to collect royalties, income and proceeds in connection therewith, (iii) rights to sue and recover for past, present, and future infringement, dilution, or other violation of such Trademarks against any Persons (regardless of whether or not such claims and causes of action have been asserted by the Assignors), (iv) the right to claim, retain and recover damages, lost profits and any other remedy in respect of the aforesaid, (v) goodwill associated therewith, and (vi) equivalent rights that, now or hereafter, may be secured under the Laws of any jurisdiction, including all registrations, renewals, extensions, combinations and applications for any of the rights referred to above in this Section 1. The Assignor authorizes and requests that the United States Patent and Trademark Office, and the corresponding entities or agencies in any foreign countries or multinational authorities (as applicable), record Assignee as the owner of the Trademarks.

Section 2. Further Assurances. Each Assignor shall duly execute and deliver, or cause to be executed and delivered, all instruments of sale, conveyance, transfer and assignment, and notices, releases, acquittances and other documents reasonably requested by Assignee, as may be necessary to contribute, assign, sell, convey, transfer and deliver, and consolidate, vest, record and perfect in Assignee, full ownership of the Trademarks, or to otherwise effectuate the assignment granted hereunder.

Section 3. Governing Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Delaware without giving effect to any principles or conflicts of law that would require the application of the laws of any other jurisdiction.

Section 4. Entire Agreement. This Agreement, including Schedule 1 attached hereto, contain all of the terms agreed upon between the Parties with respect to the subject matter hereof, and all prior understandings and agreements among the Parties are merged into this Agreement, which alone fully and completely expresses the agreement of the Parties.

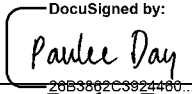
Section 5. Counterparts. This Agreement may be executed in multiple counterparts, any one of which need not contain the signature of more than one party hereto, but all such counterparts taken together will constitute one and the same instrument. Any counterpart, to the extent signed and delivered by means of a facsimile machine, .PDF or other electronic transmission, will be treated in all manner and respects as an original Contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. Minor variations in the form of the signature page to this Agreement or any agreement or instrument contemplated hereby, including footers from earlier versions of this Agreement or any such other document, will be disregarded in determining the effectiveness of such signature. At the request of any party hereto, each other party hereto will re-execute original forms thereof and deliver them to all other parties. No party hereto will raise the use of a facsimile machine, .PDF or other electronic transmission to deliver a signature or the fact that any signature or Contract was transmitted or communicated through the use of facsimile machine, .PDF or other electronic transmission as a defense to the formation of a Contract and each such Party forever waives any such defense.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

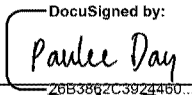
ASSIGNOR:

West Marine Products, Inc.

By:  _____
Name: Paulee Day
Title: Chief Legal and Human Resources
Officer and Secretary

ASSIGNEE:

Seascapes, Inc.

By:  _____
Name: Paulee Day
Title: Chief Legal and Human Resources
Officer and Secretary

Schedule 1**Registered Trademarks**

Trademark	Country	Status	Appl. No.	File Date	Reg. No.	Reg. Date	Owner
SEAFIT	USA	Granted	73758185	October 17, 1988	1594851	May 8, 1990	West Marine Products, Inc.
SEAFIT (small)	USA	Granted	76087899	July 12, 2000	2627296	October 1, 2002	West Marine Products, Inc.
SEAVOLT	USA	Granted	88782169	February 2, 2020	6937073	December 27, 2022	West Marine Products, Inc.

Unregistered Trademarks

“Boat Gear Solutions” logo



[Schedule 1 to Trademark Assignment Agreement]

RECORDED: 02/14/2024

**TRADEMARK
REEL: 008345 FRAME: 0066**