

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379374

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morris Yacht, Inc. d/b/a Morris Yachts, Inc.		01/01/2016	Corporation: MAINE
RECEIVING PARTY DATA			
Name:	Morris Yachts, LLC		
Street Address:	1 Little Harbor Landing		
City:	Portsmouth		
State/Country:	RHODE ISLAND		
Postal Code:	02871		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4379526	MORRIS YACHTS	
Registration Number:	3082413	MY	
Registration Number:	4379528	M-SERIES	
Registration Number:	4379527	OCEAN SERIES	
Registration Number:	3344234	LIBERTY	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	7349302488		
Email:	ipfilings@bodmanlaw.com		
Correspondent Name:	Susan M. Kornfield - Bodman PLC		
Address Line 1:	201 South Division, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Susan M. Kornfield		
SIGNATURE:	/Susan M. Kornfield/		
DATE SIGNED:	04/05/2016		
Total Attachments: 3			
source=Morris Yachts Assignment#page1.tif			

OP \$140.00 4379526

source=Morris Yachts Assignment#page2.tif

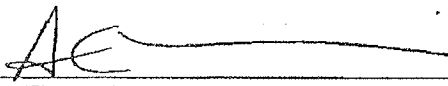
source=Morris Yachts Assignment#page3.tif

TRADEMARK ASSIGNMENT AGREEMENT

- Parties; Effective Date.** This Assignment Agreement ("Agreement") is between Morris Yacht, Inc., a Maine corporation d/b/a Morris Yachts, Inc. ("Assignor"), and Morris Yachts, LLC, a Delaware limited liability company ("Assignee"). This Agreement is effective on January 1, 2016.
- Purpose of Agreement.** Assignor seeks to assign the trademarks identified on Schedule A (the "Marks") to Assignee, and Assignee seeks to acquire the Marks from Assignor, along with the business to which the Marks pertain and the goodwill associated with the Marks, pursuant to the terms of this Agreement.
- Assignment of Marks.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, sells, transfers and conveys all right, title and interest in and to the Marks, including, without limitation: (a) all goodwill associated with the Marks, and all goodwill associated with the goods and/or services to which the Marks pertain; (b) all trademark and service mark registrations, and pending applications for registration, of the Marks, and any renewal thereof; (c) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to the Marks; and (d) any and all other rights, whether statutory or common law, corresponding thereto and all other rights of any kind whatsoever accruing thereunder, together in each case with the goodwill of the business connected with the use of, and symbolized by, the Marks.
- Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties' heirs, representatives, successors, and assigns. Notwithstanding the foregoing or any other provision of this Agreement nothing contained in this instrument shall in any way supersede, modify, replace, amend, change, rescind, waive or otherwise affect any of the provisions, including the representations, warranties, covenants and agreements of Assignor or Assignee, set forth in that certain Asset Purchase Agreement dated as of the date hereof.

AGREED AND ACCEPTED:

Morris Yacht, Inc.

By: 
(Signature)

Name: DEVITT CUYLER MORRIS

Date: DEC. 31, 2015

Morris Yachts, LLC

By: _____
(Signature)

Name: Dave Goodman, CFO

Date: _____

TRADEMARK ASSIGNMENT AGREEMENT

1. **Parties; Effective Date.** This Assignment Agreement ("Agreement") is between Morris Yacht, Inc., a Maine corporation d/b/a Morris Yachts, Inc. ("Assignor"), and Morris Yachts, LLC, a Delaware limited liability company ("Assignee"). This Agreement is effective on January 1, 2016.
2. **Purpose of Agreement.** Assignor seeks to assign the trademarks identified on Schedule A (the "Marks") to Assignee, and Assignee seeks to acquire the Marks from Assignor, along with the business to which the Marks pertain and the goodwill associated with the Marks, pursuant to the terms of this Agreement.
3. **Assignment of Marks.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, sells, transfers and conveys all right, title and interest in and to the Marks, including, without limitation: (a) all goodwill associated with the Marks, and all goodwill associated with the goods and/or services to which the Marks pertain; (b) all trademark and service mark registrations, and pending applications for registration, of the Marks, and any renewal thereof; (c) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to the Marks; and (d) any and all other rights, whether statutory or common law, corresponding thereto and all other rights of any kind whatsoever accruing thereunder, together in each case with the goodwill of the business connected with the use of, and symbolized by, the Marks.
4. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties' heirs, representatives, successors, and assigns. Notwithstanding the foregoing or any other provision of this Agreement nothing contained in this instrument shall in any way supersede, modify, replace, amend, change, rescind, waive or otherwise affect any of the provisions, including the representations, warranties, covenants and agreements of Assignor or Assignee, set forth in that certain Asset Purchase Agreement dated as of the date hereof.

AGREED AND ACCEPTED:

Morris Yacht, Inc.

Morris Yachts, LLC

By: _____
(Signature)

By: 
(Signature)


Name:

Name: Dave Goodman, CFO

Date: _____

Date: _____

SCHEDULE A – TRADEMARKS

Mark	Registration Number	Registration Date	Jurisdiction
Morris Yachts	4,379,526	August 6, 2013	U.S.
	3,082,413	April 18, 2006	U.S.
M-Series	4,379,528	August 6, 2013	U.S.
Ocean Series	4,379,527	August 6, 2013	U.S.
Liberty	3,344,234	November 27, 2007	U.S.