

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438354

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900411641		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shoresox Systems, LLC		06/29/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Sox, LLC		
Street Address:	100 E. Linton Blvd, Suite 500B		
City:	Delray Beach		
State/Country:	FLORIDA		
Postal Code:	33483		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86420723	SOX IN A BOX	
Serial Number:	86593902	SHORESUX	
Serial Number:	86593986	DREDGESOX	
CORRESPONDENCE DATA			
Fax Number:	6123599349		
<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:	612-677-9050		
Email:	docketing@stwiplaw.com		
Correspondent Name:	Seager, Tufte & Wickhem LLP		
Address Line 1:	100 South Fifth Street, Suite 600		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	1403		
NAME OF SUBMITTER:	Tracy Natysin		
SIGNATURE:	/tracy natysin/		
DATE SIGNED:	08/08/2017		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made as of the 6/29/17 (this "Effective Time"), by **Shoresox Systems, LLC**, a Corporation of the State of Delaware, and having an address of *913 Market Street, Suite 1011, P.O. Box 506, Wilmington, Delaware 19801, USA* ("Assignor"), in favor of **Sox, LLC**, a Corporation of the State of Florida, and having an address of *100 E. Linton Blvd Suite 500B, Delray Beach, FL 33483, USA* ("Assignee"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in that certain Asset Purchase Agreement dated as of even date herewith (the "Purchase Agreement"), by and between Assignor and Assignee.

Assignor has adopted and is the owner of certain trademarks and pending trademark applications identified on Schedule 1 attached hereto (the "**Assigned Marks**"); and

Pursuant to the terms of the Purchase Agreement, Assignor has agreed to, among other things, sell, convey, transfer, assign and deliver to the Assignee all of Assignor's right, title, and interest in, to and under all the Assigned Marks.

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Transfer of Assigned Marks. Assignor hereby irrevocably sells, conveys, transfers, assigns and delivers to Assignee and its successors and assigns, all of Assignor's right, title, and interest in, to and under the Assigned Marks, together with all of the goodwill associated with any and all of the foregoing, any and all causes of action (in law or equity) and rights to sue, counterclaim and/or collect and recover for past, present or future infringement or dilution of, or damage or injury to, the Assigned Marks or such associated goodwill, and all rights to file for and maintain registrations, renewals and extensions of the Assigned Marks, the same to be held and enjoyed by Assignee, its successors, and permitted assigns. Assignor hereby irrevocably waives all moral rights or similar rights in the Assigned Marks insofar as it may lawfully do so in favor of Assignee and, for the avoidance of doubt, this waiver shall extend to Assignee's licensees and successors in title.

2. Further Assurances. Assignor shall execute and deliver, without any further consideration, any and all instruments and documents and take such further actions as may be necessary or reasonably requested by Assignee to give effect to the assignment and transfer contemplated hereby, including to document and record with the appropriate authorities such assignment and transfer, provided that Assignee shall be solely responsible for filing and recording such documents.

3. Authorizations. Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office, and any other official throughout the world whose duty is to register and record trademark registrations and applications therefor, to record Assignee as the owner of the applicable Assigned Marks.

4. Terms of the Purchase Agreement. Nothing contained in this Assignment shall be deemed to modify, limit, extend or amend any of the rights, obligations or representations and warranties of any party hereto under or in the Purchase Agreement and no additional representations and warranties, express, implied or otherwise (including, without limitation, warranties of merchantability and fitness for use or a particular purpose), shall be deemed to be created by this Assignment. In the event of any conflict or inconsistency between the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall control.

5. Counterparts. This Assignment may be executed manually or by facsimile or electronic signature by the parties, in any number of counterparts, each of which shall be considered one and the same

agreement and shall become effective when a counterpart hereof shall have been signed by each of the parties and delivered to the other party. Assignee shall have the right to retain the Assignor's manual signature version.

6. Governing Law. This Assignment shall be construed, performed, and enforced in accordance with, and governed by, the internal laws of the State of Delaware, without giving effect to the principles of conflict of law thereof.

7. Successors: Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties thereto and their respective successors and permitted assigns.

[Signature Pages Follow]

In Witness Whereof, Assignor has executed this assignment as an instrument under seal as of the date set forth in the acknowledgment below to be effective for all purposes as of the Effective Time.

Shoresox Systems, LLC

By: Daniel Schaeff
Title: President

STATE OF Minnesota)
) ss.
COUNTY OF Hennepin)

On this the 29~~th~~ day of June, 2017, before me personally appeared Daniel Schaeff, the person who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

[Signature]
Notary Public



