

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452335

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
S&S Financial Ventures, LLC		11/07/2016	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	TLC Yachts, LLC		
Street Address:	1920 Fairport Nursery Road		
City:	Fairport Harbor		
State/Country:	OHIO		
Postal Code:	44077		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2282825	TARTAN	
Registration Number:	1986908	LEGACY	
CORRESPONDENCE DATA			
Fax Number:	2169162459		
<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:	216-781-1212		
Email:	patents@walterhav.com		
Correspondent Name:	WALTER HAVERFIELD, LLP, JAMES J. PINGOR		
Address Line 1:	THE TOWER AT ERIEVIEW		
Address Line 2:	1301 EAST 9TH STREET, STE 3500		
Address Line 4:	CLEVELAND, OHIO 44114		
NAME OF SUBMITTER:	James J. Pingor		
SIGNATURE:	/James J. Pingor/		
DATE SIGNED:	11/28/2017		
Total Attachments: 5			
source=IP Assignment Agreement (Fully Executed) (02478518x9EF3B)#page1.tif			
source=IP Assignment Agreement (Fully Executed) (02478518x9EF3B)#page2.tif			
source=IP Assignment Agreement (Fully Executed) (02478518x9EF3B)#page3.tif			

OP \$65.00 2282825

source=IP Assignment Agreement (Fully Executed) (02478518x9EF3B)#page4.tif

source=IP Assignment Agreement (Fully Executed) (02478518x9EF3B)#page5.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), is made effective as of November 7th, 2016, by S&S Financial Ventures, LLC, an Ohio limited liability company ("Seller"), in favor of TLC Yachts, LLC, an Ohio limited liability company ("Buyer").

RECITALS

A. As of the date hereof, Buyer is acquiring from Seller the Purchased Assets, including the IP (as defined in the Purchase Agreement), pursuant to an Asset Purchase Agreement (the "Purchase Agreement") entered into between Buyer and Seller dated as of August 31, 2017 and closed/effective as of November 7, 2016. Capitalized terms not otherwise defined in this IP Assignment will have the meanings given in the Purchase Agreement.

B. The execution and delivery of this IP Assignment is a condition precedent to the obligation of Buyer to close the transactions contemplated by the Purchase Agreement, and Seller has agreed to execute and deliver this IP Assignment for recording with the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, pursuant to and in accordance with the terms and provisions of the Purchase Agreement, and for the consideration set forth therein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to all IP (as defined in the Purchase Agreement), which shall include, without limitation, the trademarks, patents, and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the IP (as defined in the Purchase Agreement) to Buyer, or any assignee or successor thereto.

3. Relationship to Purchase Agreement. This IP Assignment is executed and delivered pursuant to, is in furtherance of, and is subject to the terms and conditions of the Purchase Agreement. If there is any conflict between the terms of the Purchase Agreement and the terms of this IP Assignment, the terms of the Purchase Agreement will prevail. Nothing contained in this IP Assignment will be deemed to alter, modify, expand or diminish the terms or provisions of the Purchase Agreement.

4. Issuance of Future Patents and Trademarks. Seller hereby authorizes and requests the Commissioner for Patents and Trademarks of the United States Patent and Trademark Office, and any officer of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of intellectual property protection to issue respective Letters of Patent or new Trademark Registration Certificates, if at all applicable, to Buyer, and the entire right, title, and interest in and to the same, for its sole use and benefit; and for the use and benefit of its successors and assigns, to the full end of the term(s) for which such IP (as defined in the Purchase Agreement) may be granted, as fully and entirely as the same would have been held by me had this assignment not been made.

5. No Prior Encumbrance. Seller hereby covenants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with the terms of this IP Assignment.

6. Right to Sue for Past Infringement. Seller hereby expressly grants to Buyer all of Seller's rights to bring any necessary action, including, but not limited to lawsuits, against any past, present, or future third party infringers, potential or actual, of any IP (as defined in the Purchase Agreement) as if the Seller himself were bringing such action. Buyer shall have the right to any and all recoveries from any such actions and Seller hereby waives any recovery obtained by Buyer.

7. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

8. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

10. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS IP ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS IP ASSIGNMENT. EACH OF THE PARTIES HERETO HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS IP ASSIGNMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS IP ASSIGNMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN SECTION 13.16 OF THE PURCHASE AGREEMENT.

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

S&S FINANCIAL VENTURES, LLC

By: [Signature]
Name: STEPHEN A. WILSON
Its: SOLE MEMBER

Address for Notices:
13405 Lakeshore Boulevard
Bratenahl, Ohio 44110

AGREED TO AND ACCEPTED:

TLC YACHTS, LLC

By: _____
Name: _____
Its: _____

Address for Notices:
1920 Fairport Nursery Road
Fairport Harbor, Ohio 44077

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

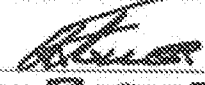
S&S FINANCIAL VENTURES, LLC

By: _____
Name: _____
Its: _____

Address for Notices:
13405 Lakeshore Boulevard
Bratenahl, Ohio 44110

AGREED TO AND ACCEPTED:

TLC YACHTS, LLC

By: 
Name: ROBERT R. FULLER
Its: Authorized Member

Address for Notices:
1920 Fairport Nursery Road
Fairport Harbor, Ohio 44077

SCHEDULE 1

ASSIGNED TRADEMARKS, PATENTS AND PATENT APPLICATIONS

<u>Serial Number</u>	<u>Registration Number</u>	<u>Word Mark</u>
75448504	2282825	TARTAN
74673095	1986908	LEGACY

{00478104 - 1}