

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570516

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TLC YACHTS, LLC		03/30/2020	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	MARINE MANUFACTURING GROUP, LLC		
Street Address:	2415 T Avenue, Suite 112		
City:	Anacortes		
State/Country:	WASHINGTON		
Postal Code:	98221		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5937091	LEGACY	
Registration Number:	5895052	TARTAN T YACHTS	
Registration Number:	5857593	T	
Registration Number:	5857592	TARTAN	
Registration Number:	2282825	TARTAN	
Registration Number:	1986908	LEGACY	
CORRESPONDENCE DATA			
Fax Number:	2165750911		
<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:	trademarks@walterhav.com		
Correspondent Name:	Sean F. Mellino		
Address Line 1:	1301 E 9th St # 3500		
Address Line 2:	The Tower at Erieview		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	30781-00013		
NAME OF SUBMITTER:	sean f. mellino		
SIGNATURE:	/sean f. mellino/		

OP \$165.00 5937091

DATE SIGNED:	04/04/2020
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Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**IP Assignment**”), dated as of March 30th, 2020, is made by TLC Yachts, LLC, an Ohio limited liability company (“**Seller**”), in favor of Marine Manufacturing, LLC, an Ohio limited liability company (“**Buyer**”), the purchaser of Seller’s assets pursuant to an Asset Purchase Agreement dated March 18, 2020 by and among Buyer, Seller, and the other parties thereto (the “**Asset Purchase Agreement**”). Terms used but not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has agreed to execute and deliver this IP Assignment for, if applicable, recording with the United States Patent and Trademark Office and the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the IP, as such IP is further defined and described in the Asset Purchase Agreement, including without limitation, the following with respect thereto:

(a) any patents and patent applications and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) any trademark registrations and applications and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) any copyright registrations and applications for registration and exclusive copyright licenses and all issuances, extensions, and renewals thereof (the “**Copyrights**”); and

(d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world.

The Patents, Trademarks and Copyrights shall be referred to as the “**Assigned IP**”.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright 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 of this IP Assignment 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 necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any

conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. 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.

5. 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.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action 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.

[Remainder of page intentionally left blank. Signature page follows.]

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

SELLER:

TLC Yachts, LLC

By: _____

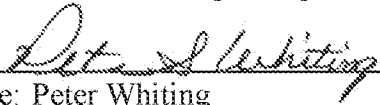
Name: Robert R. Fuller

Its: Authorized Individual

Acknowledged and agreed to:

BUYER:

Marine Manufacturing Group, LLC

By: 

Name: Peter Whiting

Its: Authorized Individual

[Signature page to Intellectual Property Assignment Agreement]

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

SELLER:

TLC Yachts, LLC

By: *RFULLER*

Name: Robert R. Fuller

Its: Authorized Individual

Acknowledged and agreed to:

BUYER:

Marine Manufacturing Group, LLC

By: _____

Name: Peter Whiting

Its: Authorized Individual

[Signature page to Intellectual Property Assignment Agreement]

Schedule 1.1(b)
Intellectual Property

TARTAN (stylized)



FEDTM 88346947 FEDTM 5857592

Class 12: Sail boats; Sailing vessels; Sailing yachts

Status: Registered

Filed Date: March 19, 2019

Registration Date: September 10, 2019

Owner: TLC YACHTS, LLC

T (& Design)



FEDTM 88346968 FEDTM 5857593

Class 12: Sail boats; Sailing vessels; Sailing yachts

Status: Registered

Filed Date: March 19, 2019

Registration Date: September 10, 2019

Owner: TLC YACHTS, LLC

TARTAN YACHTS T (& Design)



FEDTM 88346992 FEDTM 5895052

Class 12: Sail boats; Sailing vessels; Sailing yachts

Status: Registered

Filed Date: March 19, 2019

Registration Date: October 29, 2019

Owner: TLC YACHTS, LLC

TARTAN (word mark)

FEDTM 75448504 FEDTM 2282825

Class 12: Sailing yachts, fitted tonneau covers and fitted boat covers therefor

Class 22: Boating products, namely, sails, unfitted tonneau covers and unfitted boat covers therefor

Status: Renewed

Filed Date: March 11, 1998

Registration Date: October 05, 1999

Owner: TLC YACHTS, LLC
LEGACY (stylized)

LEGACY

FEDTM 74673095 FEDTM 1986908

Class 12: power boats

Status: Renewed

Filed Date: May 12, 1995

Registration Date: July 16, 1996

Owner: TLC YACHTS, LLC

LEGACY (word mark)

FEDTM 88451384 FEDTM 5937091

Class 12: Boats

Status: Registered

Filed Date: May 29, 2019

Registration Date: December 17, 2019

Owner: TLC YACHTS, LLC