

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653099

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rocker LLC		06/04/2021	Limited Liability Company: DELAWARE
Rocker International LLC		06/04/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	iRocker Inc.		
Street Address:	323 Newbury Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02115		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5585000	IROCKER CRUISER	
Registration Number:	5543528	BLACKFIN	
Registration Number:	4934180	IROCKER	
Registration Number:	5149989	IROCKER	
Serial Number:	90226907	NAUTICAL BY IROCKER	
Serial Number:	88628542	BLACKROCK	
Serial Number:	90507262	IR IROCKER	
Serial Number:	90407288	BLACKFIN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Hui Li		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		

CH \$215.00 5585000

ATTORNEY DOCKET NUMBER:	120593.00033
NAME OF SUBMITTER:	Hui Li
SIGNATURE:	/Hui Li/
DATE SIGNED:	06/10/2021

Total Attachments: 5

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Exhibit C

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Trademark Assignment Agreement") is made and entered into as of June 4, 2021, by and among (i) iRocker Inc., a Delaware corporation (the "Assignee"), (ii) Rocker LLC, a Delaware limited liability company ("Rocker"), and (iii) Rocker International LLC, a Delaware limited liability company ("Rocker Int'l" and together with Rocker, each a "Company" and together, the "Companies"). The Companies are referred to herein collectively as the "Assignors", and each is singularly an "Assignor" (Assignee and each Assignor, each a "Party" and collectively the "Parties").

WHEREAS, Assignors, Assignee and certain other parties have entered into that certain Asset Purchase Agreement, dated as of March 24, 2021 (the "Asset Purchase Agreement") under which Assignors have conveyed, transferred, and assigned to Assignee the business, or that portion of the business to which the Trademarks (as defined below) pertain, and that business is ongoing and existing;

and

WHEREAS, pursuant to that certain Intellectual Property Assignment and Assumption Agreement, dated as of June 4, 2021, by and between Assignee and Assignors (the "IP Agreement"), Assignors agreed to assign, sell, convey, and transfer, and desire to assign, sell, convey, and transfer all of Assignors' right, title, and interest in and to the Trademarks (as defined below) to Assignee, and Assignee desires to receive all right, title, and interest in and to the Trademarks.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Capitalized terms used in this Trademark Assignment Agreement that are not defined in the body of this Trademark Assignment Agreement have the meanings given to them in the IP Agreement.

2. Assignment. Assignors do hereby irrevocably sell, assign, transfer, convey, and deliver to Assignee, its successors and assigns, and Assignee purchases and accepts from Assignors, all of Assignors' right, title, and interest in and to (a) the trademarks and trademark applications, service marks, trade dress, trade names, and other indicia of origin, applications and registrations for the foregoing set forth on Schedule 1, and all goodwill associated therewith and symbolized thereby attached thereto (collectively, the "Trademarks"), (b) the right to apply for and obtain registrations and renewals for the Trademarks, (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, and (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any

such damages. Assignors further authorize Assignee to file for and request that the United States Patent and Trademark Office, any successor offices thereto or any other corresponding bodies in each of the other countries, territories and jurisdictions of the world issue any and all trademarks, service marks, trade dress, trade names, and other indicia of origin resulting from the Trademarks to Assignee.

3. Governing Law. This Trademark Assignment Agreement shall be construed in accordance with the domestic Laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

4. Power of Attorney. Assignors hereby appoint Assignee, and any agent thereof (solely to the extent acting in its capacity as agent of Assignee), as the attorney-in-fact of Assignors for the purpose of executing and delivering any document that Assignee reasonably determines is required to perfect Assignee's ownership of or title to any Trademarks owned by Assignors, which appointment is irrevocable and coupled with an interest.

5. No Conflict. Nothing in this Trademark Assignment Agreement shall alter any liability or obligation of the Parties arising under the Asset Purchase Agreement. In the event of a conflict between the terms and conditions of this Trademark Assignment Agreement and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern. Assignee acknowledges that Assignors make no representation or warranty with respect to the Trademarks except as specifically set forth in the Asset Purchase Agreement.

6. No Modifications. This Trademark Assignment Agreement may not be supplemented, altered or modified in any manner except by a writing signed by both Parties.

7. Successors and Assigns. This Trademark Assignment Agreement shall bind and shall inure to the benefit of the respective Parties and their assigns, transferees, and successors.

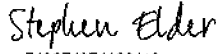
8. Counterparts. This Trademark Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original but both of which together will constitute one and the same instrument.

[Remainder of this page intentionally left blank.]

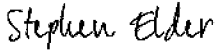
IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment Agreement as of the date first written above.

Assignors:

ROCKER, LLC

By: DocuSigned by:

746C749FAA20418
Name: Stephen Elder
Title: Chief Executive Officer

ROCKER INTERNATIONAL, LLC

By: DocuSigned by:

746C749FAA20418
Name: Stephen Elder
Title: Chief Executive Officer

Assignee:

IROCKER, INC.

By: _____
Name: Matthew Broullire
Title: Vice President

[Signature Page to Trademark Assignment Agreement]

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

Assignors:

ROCKER, LLC

By: _____

Name:

Title:

ROCKER INTERNATIONAL, LLC


By: _____

Name:

Title:

Assignee:

IROCKER, INC.

By:  _____

Name: Matthew Broullire

Title: Vice President

[Signature Page to Trademark Assignment Agreement]

