

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI197169

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Original Watermen, Inc.		12/20/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Company Name:	Original Watermen, Inc.		
Street Address:	1198 Joshua Way		
City:	Vista		
State/Country:	CALIFORNIA		
Postal Code:	92081		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3719852	ORIGINAL WATERMEN	
Registration Number:	5704274	CALIFORNIA WATERMEN	
Registration Number:	3810873	EARN YOUR SALT	
Registration Number:	5704275	NORTH SHORE WATERMEN	
Registration Number:	4572146	STAY SALTY	
Registration Number:	3895178	T	
Registration Number:	6259472	T	
Registration Number:	3895177	WATERMEN	
Registration Number:	6218222	WATERMEN	
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:	5616535000		
Email:	ip@akerman.com		
Correspondent Name:	Peter A. Chiabotti		
Address Line 1:	777 South Flagler Drive		
Address Line 2:	Suite 1100 West Tower		
Address Line 4:	West Palm Beach, FLORIDA 33401		
NAME OF SUBMITTER:	Peter Chiabotti		

CH \$240.00.00 77634916

SIGNATURE:	Peter Chiabotti
DATE SIGNED:	04/29/2024
Total Attachments: 8 source=Tab 72 - Watermen - Intellectual Property Assignment (Seller)#page1.tif source=Tab 72 - Watermen - Intellectual Property Assignment (Seller)#page2.tif source=Tab 72 - Watermen - Intellectual Property Assignment (Seller)#page3.tif source=Tab 72 - Watermen - Intellectual Property Assignment (Seller)#page4.tif source=Tab 72 - Watermen - Intellectual Property Assignment (Seller)#page5.tif source=Tab 72 - Watermen - Intellectual Property Assignment (Seller)#page6.tif source=Tab 72 - Watermen - Intellectual Property Assignment (Seller)#page7.tif source=Tab 72 - Watermen - Intellectual Property Assignment (Seller)#page8.tif	

Intellectual Property Assignment

This Intellectual Property Assignment (“Assignment”) is made and entered into as of December 20, 2023, by and between Original Watermen, Inc., a California corporation (“Assignor”), and Original Watermen, Inc., a Delaware corporation (“Assignee”).

Recitals

A. Reference is made to that certain Asset Purchase Agreement, dated as of the date hereof, by and between Assignor, Assignee, and certain other parties thereto (the “Asset Purchase Agreement”). Capitalized terms used but not defined herein shall have the meaning given to such terms in the Asset Purchase Agreement.

B. Pursuant to the Asset Purchase Agreement, Assignee agreed to sell, assign, and transfer to Assignee, and Assignee agreed to assume and accept from Assignee, the Purchased Assets, including all Intellectual Property Rights that are owned by Assignor.

C. In consideration of the payment of the purchase price under the Asset Purchase Agreement to Assignor, which Assignor acknowledges and agrees is a benefit to Assignor, and in furtherance of the performance of Assignor’s obligations under the Asset Purchase Agreement, Assignor has agreed to execute and deliver this Assignment in order to assign and transfer the Intellectual Property Rights owned by Assignor to Assignee.

Agreement

1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Assignment as if fully set forth herein.

2. Assignment. Subject to the terms and conditions set forth herein, Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts, all right, title, and interest of Assignor in and to the Intellectual Property Rights (and, in the case of Intellectual Property Rights licensed but not owned by the Assignor, all right, title, and interest in the license rights corresponding to such Intellectual Property Rights, only to the extent such license rights are freely transferrable), free and clear of all Liens and Orders, including:

(a) the Intellectual Property Rights listed on Schedule 1, together with the goodwill connected with the use of, and symbolized thereby;

(b) all contractual licenses and similar contractual rights or permissions that are included in the Intellectual Property Rights, whether exclusive or nonexclusive, related to any of the foregoing, to the extent freely transferable;

(c) all Intellectual Property Rights contained in or associated with the Purchased Assets;

(d) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Assignor with respect to any of the foregoing;

(e) 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, violation, breach, or default; and

(f) all other rights, privileges, and protections of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law, treaty, or other international convention throughout the world.

3. Further Actions. Following the date hereof, upon Assignee’s reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Intellectual Property Rights to Assignee, or any assignee or successor thereto.

4. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this 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 Assignor and Assignee with respect to the assigned Intellectual Property Rights. 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.

5. Governing Law. This 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 Assignment and the and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

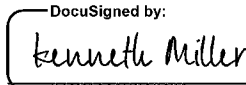
6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed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

[Intentionally Left Blank—Signature Pages Follow]

IN WITNESS WHEREOF, this Intellectual Property Assignment has been executed and delivered on the date first above written.

ASSIGNOR:

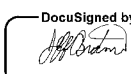
ORIGINAL WATERMEN, INC.,
a California corporation

By:  _____
Name: Kenneth Miller
Title: Secretary

IN WITNESS WHEREOF, this Intellectual Property Assignment has been executed and delivered on the date first above written.

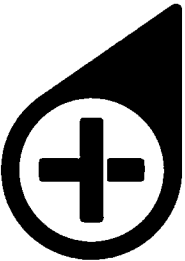
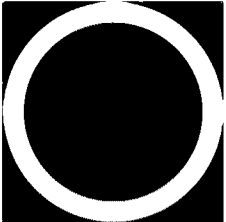
ASSIGNEE:

ORIGINAL WATERMEN, INC.
a Delaware corporation

By:  _____
Name: Jeffrey Brotman
Title: Vice President

Schedule I

TM/AN/RN/Disclaimer	Status/Key Dates	Goods/Services
EARN YOUR SALT RN: 3810873 SN: 77909388	Renewed, December 7, 2019 Office Status: Registered and Renewed Int'l Class: 25 First Use: January 8, 2010 Filed: January 11, 2010 Registered: June 29, 2010 Last Renewal: June 29, 2020 Register Type: Principal Register	IC 25: Belts; Board shorts; Hats; Jackets; Pants; Shirts; Shorts; Sweat pants; Sweat shirts; Swimsuits; T-shirts
STAY SALTY RN: 4572146 SN: 86150212	Registered, November 22, 2019 Office Status: Section 8 & 15-Accepted and Acknowledged Int'l Class: 16,25 First Use: November 7, 2013 Filed: December 20, 2013 Registered: July 22, 2014 Register Type: Principal Register	IC 16: Decals; Stickers IC 25: Bathing suits; Beachwear; Beanies; Board shorts; Bottoms; Caps; Hats; Headwear; Hooded sweatshirts; Jackets; Pants; Rash guards; Shirts; Shorts; Sweatshirts; Swimwear; T-shirts; Tank-tops; Tops
WATERMEN RN: 3895177 SN: 77867213	Renewed, November 5, 2020 Office Status: Registered and Renewed Int'l Class: 25 First Use: January 8, 2010 Filed: November 6, 2009 Registered: December 21, 2010 Last Renewal: December 21, 2020 Register Type: Principal Register	IC 25: Board shorts; Hats; Rash guards; Shirts; Swimsuits; T-shirts
CALIFORNIA WATERMEN RN: 5704274 SN: 87617282 Disclaimer: "CALIFORNIA"	Registered, March 19, 2019 Office Status: Registered Int'l Class: 25 First Use: December 7, 2017 Filed: September 21, 2017 Registered: March 19, 2019 Register Type: Principal Register	IC 25: Board shorts; Hats; Jackets; Pants; Shirts; Shorts; Sweat pants; Sweat shirts; Swimsuits; T-shirts
ORIGINAL WATERMEN RN: 3719852 SN: 77634916	Renewed, November 25, 2019 Office Status: Registered and Renewed Int'l Class: 25 First Use: July 2, 2009 Filed: December 17, 2008 Registered: December 1, 2009 Last Renewal: December 1, 2019 Register Type: Principal Register	IC 25: Belts; Board shorts; Hats; Jackets; Pants; Rash guards; Shirts; Shorts; Sweat pants; Sweat shirts; Swimsuits; T-shirts

TM/AN/RN/Disclaimer	Status/Key Dates	Goods/Services
 <p>RN: 3895178 SN: 77867264</p>	<p>Renewed, December 15, 2020 Office Status: Registered and Renewed Int'l Class: 25 First Use: January 8, 2010 Filed: November 6, 2009 Registered: December 21, 2010 Last Renewal: December 21, 2020 Register Type: Principal Register</p>	<p>IC 25: Board shorts; Hats; Rash guards; Shirts; Swimsuits; T-shirts</p>
 <p>RN: 6259472 SN: 88798585</p>	<p>Registered, February 2, 2021 Office Status: Registered Int'l Class: 25 First Use: January 20, 2018 Filed: February 14, 2020 Registered: February 2, 2021 Register Type: Principal Register</p>	<p>IC 25: Board shorts; Hats; Hoodies; Jackets; Rashguards; Shirts; Socks; Sweatpants; Sweatshirts; Swimsuits; T-shirts</p>
<p>NORTH SHORE WATERMEN RN: 5704275 SN: 87617300 Disclaimer: "NORTH SHORE"</p>	<p>Registered, March 19, 2019 Office Status: Registered Int'l Class: 25 First Use: October 1, 2018 Filed: September 21, 2017 Registered: March 19, 2019 Register Type: Principal Register</p>	<p>IC 25: Board shorts; Hats; Jackets; Pants; Shirts; Shorts; Sweat pants; Sweat shirts; Swim suits; T-shirts</p>
<p>WATERMEN RN: 6218222 SN: 88701687</p>	<p>Registered, December 8, 2020 Office Status: Registered Int'l Class: 25 First Use: October 20, 2020 Filed: November 21, 2019 Registered: December 8, 2020 Register Type: Principal Register</p>	<p>IC 25: Flip-flops for use as footwear; Sandals; Shoes</p>
<p>STAY SALTY RN: 1732188 Madrid Protocol: Australia, Brazil, United Kingdom</p>	<p>International Registered Last Status Received: Registered, April 24, 2023 Registered: April 24, 2023 Expiration Date: April 24, 2033</p>	<p>IC 25: Bathing suits; beachwear; beanies; board shorts; bottoms; caps; hats; headwear; hooded sweatshirts; jackets; pants; rash guards; shirts; shorts; sweatshirts; swimwear; t-shirts; tank-tops; tops.</p>
<p>WATERMEN RN: 1730797 Madrid Protocol: Australia, Brazil, China, European Union, United Kingdom</p>	<p>International Registered Last Status Received: Registered, October 25, 2023 Registered: April 24, 2023 Expiration Date: April 24, 2033</p>	<p>IC 25: Board shorts; hats; rash guards; shirts; swimsuits; t-shirts.</p>

TM/AN/RN/Disclaimer	Status/Key Dates	Goods/Services
STAY SALTY AN: 2361119	Australia Filed Pending Application Last Status Received: Pending Application Office Status: Published: Under examination Filed: April 24, 2023 Int'l Reg Date: April 24, 2023	IC 25: Bathing suits; beachwear; beanies; board shorts; bottoms; caps; hats; headwear; hooded sweatshirts; jackets; pants; rash guards; shirts; shorts; sweatshirts; swimwear; t-shirts; tank-tops; tops.
WATERMEN AN: 2359226	Australia Filed Pending Application Last Status Received: Pending Application Office Status: Published: Under examination Filed: April 24, 2023 Int'l Reg Date: April 24, 2023	IC 25: Board shorts; hats; rash guards; shirts; swimsuits; t-shirts.

Unregistered Marks

WATERMEN® ⊕



Watermen Brand, Inc.

Domains

Domain	Registrar	Expiration
originalwatermen.com	GoDaddy.com, LLC	4/17/2024
Waavesbrand.com	GoDaddy.com, LLC	8/19/2024
Earnyoursalt.com	GoDaddy.com, LLC	8/27/2024
Originalwaterman.com	GoDaddy.com, LLC	9/1/2024
Northshorewatermen.com	GoDaddy.com, LLC	10/7/2024
Californiawatermen.com	GoDaddy.com, LLC	10/7/2024
Staysaltybrand.com	GoDaddy.com, LLC	10/7/2024
Staysalty.org	GoDaddy.com, LLC	10/7/2024
Usalifeguard.com	GoDaddy.com, LLC	12/1/2024
Originalwaterment.info	GoDaddy.com, LLC	12/15/2024
Watermenbrand.com	GoDaddy.com, LLC	2/11/2025
Watermanbrand.com	GoDaddy.com, LLC	2/11/2025

Social Media

- <https://www.facebook.com/WatermenBrand/>

- <https://www.facebook.com/OriginalWatermen/>
- <http://www.vimeo.com/user2928071>
- <https://www.instagram.com/watermenbrand/?hl=en>
- <https://www.linkedin.com/company/watermen-brand>