

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487275

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fountain Powerboats, Inc.		07/10/2018	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	ICONIC MARINE GROUP, LLC		
Street Address:	1653 Whichards Beach Road		
City:	Washington		
State/Country:	NORTH CAROLINA		
Postal Code:	27889		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Serial Number:	86653346	ZR	
Registration Number:	2487618		
Registration Number:	1606329		
Registration Number:	3429630		
Registration Number:	0828133	DONZI	
Registration Number:	1529822	DONZI	
Registration Number:	2424648	DONZI	
Registration Number:	0825217	DONZI MARINE	
Registration Number:	1615602	DONZI MARINE	
Registration Number:	1604523	FOUNTAIN	
Registration Number:	3257393	FOUNTAIN	
Registration Number:	3429633	FOUNTAIN	
Registration Number:	3429631	FOUNTAIN	
Registration Number:	4923205	POWERBOAT HEADQUARTERS FOUNTAIN BAJA PRO	
Registration Number:	4795867	POWERBOAT HEADQUARTERS FOUNTAIN BAJA PRO	
Registration Number:	3429629	REGGIE FOUNTAIN	
Registration Number:	2581281	Z	
Registration Number:	2338668	Z	
Registration Number:	2445688	Z DONZI	
TRADEMARK			

CH \$540.00 86653346

Property Type	Number	Word Mark
Registration Number:	2333269	ZF
Registration Number:	4011570	OUTLAW

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 816-753-1000

Email: mwilliamson@polsinelli.com, jwillard@polsinelli.com

Correspondent Name: Michael A. Williamson

Address Line 1: 900 W. 48th Place, Suite 900

Address Line 4: Kansas City, MISSOURI 64112

ATTORNEY DOCKET NUMBER:	086755-548702
NAME OF SUBMITTER:	Michael A. Williamson
SIGNATURE:	/Michael A. Williamson/
DATE SIGNED:	08/23/2018

Total Attachments: 8

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("**Assignment**") is made effective as of the execution of the Transaction Agreement (the "**Effective Date**"), by Fountain Powerboats Inc, a North Carolina Corporation ("**Assignor**"), and Iconic Marine Group, LLC, a Delaware limited liability company formerly known as Custom Marine Group LLC ("**Assignee**").

BACKGROUND

WHEREAS, Assignor and Assignee have entered into an Asset Contribution and Liability Assumption Agreement and Bill of Sale, each dated as of the Effective Date, May 2, 2016 (the "Transaction Agreement"; unless otherwise defined herein, capitalized terms shall be used herein as defined in the Transaction Agreement); and

WHEREAS, pursuant to the Transaction Agreement, Assignor assigned all of Assignor's right, title and interest in, to and under the trademark registrations and applications listed on the attached Schedule A and Schedule B (herein defined as "Trademark") to Assignee, and Assignee desires to further document the acquisition of all of Assignor's right, title and interest in, to and under the Trademark by execution of this Assignment.

TERMS

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

1. Assignment. Effective as of the Effective Date, Assignor does hereby assign, transfer, convey and deliver to Assignee, and Assignee hereby receives from Assignor, all of Assignor's right, title and interest in, to and under the Trademark, together with the goodwill associated therewith and all rights of action accrued under and by virtue thereof, including the right to sue and recover for past infringement, and to receive remedies in respect of any such suits, including, without limitation, to retain any damages as a result of these suits.

2. Further Action. The Parties shall, and shall cause their respective Affiliates to, use commercially reasonable efforts to take, or cause to be taken, all appropriate action, to do, or cause to be done, all things necessary, proper or advisable under applicable Law, and to execute and deliver such documents and other papers, as may be required to carry out the provisions of this Assignment and consummate and make effective the transactions contemplated by this Assignment including execution of individual assignment documentation for filing with the authorities of each individual country; provided, that, as between the Parties, Assignee shall be responsible for the preparation and filing of such documents and other instruments that may be necessary to record or perfect Assignee's right, title and interest in and to the Trademark (including, without limitation, with any applicable Governmental Authorities), and for any and all costs, expenses and fees associated therewith.

3. Counterparts. This Assignment may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in "pdf" form) in two or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

4. Conflict. If there is any conflict between the Transaction Agreement and this Assignment, each of the Transaction Agreement and this Assignment is to be interpreted and construed, if possible, so as to avoid or minimize such conflict, but, to the extent (and only to the extent) of such conflict, the Transaction Agreement shall prevail and control.

5. Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and assigns.

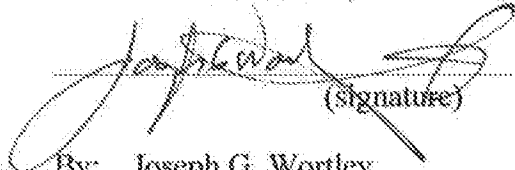
6. Governing Law. This Assignment shall be governed by, and construed in accordance with laws as outlined in the Transaction Agreement.

[Signature Page Follows]

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

ASSIGNOR:

Fountain Powerboats, Inc.


.....
(signature)


By: Joseph G. Wortley
(printed name)

Title: Manager

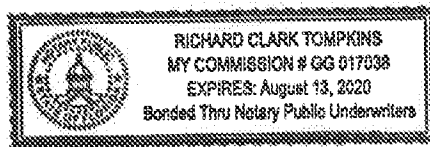
STATE OF FLORIDA)
COUNTY OF PAUM BUCH) ss.

On this 10th day of July, 2018, the above named individual, to me known to be an authorized representative of Fountain Powerboats, Inc. described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.


.....
Notary Public

My Commission Expires:



ASSIGNEE:

Iconic Marine Group, LLC

TJK
(signature)

By: T J Klutz
(printed name)

Title: Treasurer

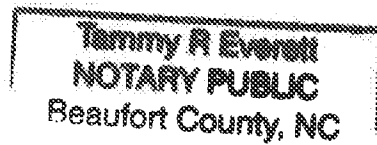
STATE OF North Carolina)
COUNTY OF Beaufort) ss.

On this 25th day of July, 2018, the above named individual, to me known to be an authorized representative of Iconic Marine Group, LLC, described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Tommy R Everett
Notary Public
Tommy R Everett


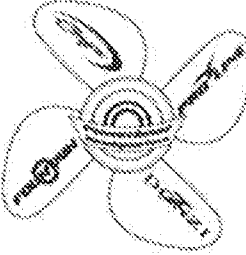
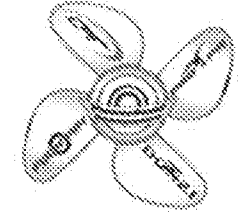
My Commission Expires: 02/19/2022






SCHEDULE A

U.S. TRADEMARK REGISTRATIONS/APPLICATIONS

TRADEMARK	REGISTRATION NO./ APPLICATION NO.	REGISTRATION DATE/ FILING DATE
	86653346	June 5, 2015
	2487618	September 11, 2001
	1606329	July 17, 1990
	3429630	May 20, 2008
DONZI	828133	May 2, 1967
DONZI	1529822	March 14, 1989
	2424648	January 30, 2001
DONZI MARINE	825217	March 7, 1967
	1615602	October 2, 1990
FOUNTAIN	1604523	July 3, 1990
FOUNTAIN	3257393	July 3, 2007

TRADEMARK	REGISTRATION NO./ APPLICATION NO.	REGISTRATION DATE/ FILING DATE
FOUNTAIN	3429633	May 20, 2008
	3429631	May 20, 2008
POWERBOAT HEADQUARTERS FOUNTAIN BAJA PROLINE DONZI and Design 	4923205	March 22, 2016
POWERBOAT HEADQUARTERS FOUNTAIN BAJA PROLINE DONZI and Design 	4795867	August 18, 2015
<i>Proline Fountain</i>	3429629	May 20, 2008
Z	2581281	June 18, 2002

TRADEMARK	REGISTRATION NO./ APPLICATION NO.	REGISTRATION DATE/ FILING DATE
	2338668	April 4, 2000
	2445688	April 24, 2001
	2333269	March 21, 2000
OUTLAW	4011570	August 16, 2011

SCHEDULE B

FOREIGN TRADEMARK REGISTRATIONS/APPLICATIONS

TRADEMARK	REGISTRATION NO./ APPLICATION NO.	COUNTRY	REGISTRATION DATE/ FILING DATE
FOUNTIAN	40-761484	Korea	September 17, 2008
DONZI	489304	Spain	October 28, 1968