

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573950

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coastal Gulf Shores, LLC		04/27/2020	Limited Liability Company: ALABAMA
RECEIVING PARTY DATA			
Name:	Island Entertainment, LLC		
Street Address:	1255 Commerce Drive		
City:	Gulf Shores		
State/Country:	ALABAMA		
Postal Code:	36542		
Entity Type:	Limited Liability Company: ALABAMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87827841	COASTAL	
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:	2192414241		
Email:	ccheely@stonecrosby.com		
Correspondent Name:	Cason Cheely		
Address Line 1:	8820 Highway 90		
Address Line 4:	Daphne, ALABAMA 36526		
NAME OF SUBMITTER:	Cason Cheely		
SIGNATURE:	/Cason Cheely/		
DATE SIGNED:	04/28/2020		
Total Attachments: 4			
source=Coastal Gulf Shores, LLC to Island Entertainment, LLC Trademark Assignment Agreement#page1.tif			
source=Coastal Gulf Shores, LLC to Island Entertainment, LLC Trademark Assignment Agreement#page2.tif			
source=Coastal Gulf Shores, LLC to Island Entertainment, LLC Trademark Assignment Agreement#page3.tif			
source=Coastal Gulf Shores, LLC to Island Entertainment, LLC Trademark Assignment Agreement#page4.tif			

OP \$40.00 87827841

TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, COASTAL GULF SHORES, LLC, an Alabama Limited Liability Corporation, having its primary place of business at 1255 Commerce Drive, Gulf Shores, Alabama 36542, hereinafter referred to as "Assignor", is the Owner of (1) U.S. Trademark Application Serial No. 87827841 for "COASTAL" in International Class 021; (2) State of Florida trademark Nos. T19000000592, T19000000593, T19000000870, and T18000000874 for "COASTAL" in Classes 021, 025, 035, 041 and 043; and (3) State of Florida trademark No. T18000000875 for "COASTAL CLOTHING CO." in Class 035 (hereinafter collectively referred to as the "Trademarks"); and

WHEREAS, ISLAND ENTERTAINMENT, LLC, an Alabama Limited Liability Corporation, having its primary place of business at 1255 Commerce Drive, Gulf Shores, Alabama 36542, and registered to do business in the State of Florida (hereinafter referred to as "Assignee"), is desirous of obtaining the entire right, title and interest in and to the Trademarks;

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, and in accordance with applicable law, the Parties hereby agree as follows:

1. *Assignment.* Assignor hereby sells, assigns, transfers and sets over unto said Assignee, its successors, legal representatives and assigns, its entire right, title and interest in, to and under (1) U.S. Trademark Application Serial No. 87827841, including the goodwill and the part of Assignor's business associated with the sale of Class 021 goods bearing the mark "COASTAL", and including all registrations, divisions, reexaminations, extensions, renewals, continuations and reissues thereof; (2) State of Florida trademark Nos. T19000000592, T19000000593, T19000000870, and T18000000874, including the goodwill and the part of Assignor's business associated with the sale of Class 021, Class 025, Class 035, Class 041, and Class 043 goods bearing the mark "COASTAL", and including all registrations, divisions, reexaminations, extensions, renewals, continuations and reissues thereof; and (3) State of Florida trademark No. T18000000875, including the goodwill and the part of Assignor's business associated with the sale of Class 035 goods bearing the mark "COASTAL CLOTHING CO.", and including all registrations, divisions, reexaminations, extensions, renewals, continuations and reissues thereof

Assignee agrees to be responsible for filing the recordations of this assignment and all costs associated therewith.

Assignor hereby requests that the Commissioner of Trademarks of the United States and the Florida Department of State record this assignment of all rights, titles and interests in the Trademarks to Assignee.

Assignor further hereby sells, assigns, transfers and sets over any and all past, present or future causes of action, rights, interests and remedies arising under the Trademarks and any and all claims for damages by reason of past, present or future infringement, misappropriation or other unauthorized use of the Trademarks with the right to sue for and collect such damages.

2. *Payment.* In consideration of the assignment of the Trademarks pursuant to this Agreement, and of the promises and covenants contained herein, Assignee shall pay to Assignor a fee in the amount of \$10.00 (ten dollars), payable upon execution of this Agreement.
3. *Assignor's Representations and Warranties.* Assignor hereby represents and warrants:
 - i) that it has the legal right and authority to execute this Agreement, and to validly assign the entire interest in the Trademarks to Assignee,
 - ii) that it has not executed any other agreement that would conflict with the terms of this Agreement, nor shall it execute any such agreement in the future,
 - iii) that the U.S. Trademark Application is still live and pending before the USPTO as of the date of this Agreement. Assignor makes no representations or warranties as to the validity or enforceability of this trademark subsequent to the date of this Agreement, and
 - iv) that the State of Florida trademarks referenced herein for "COASTAL" in Classes 021, 025, 035, 041, and 043 and for "COASTAL CLOTHING CO." in Class 035 are currently valid, enforceable, and in good standing.
4. *Trademarks Status.* Assignee hereby acknowledges that any finding or ruling subsequent to the date of this Agreement that the Trademarks are invalid or unenforceable shall not give rise to a cause of action against Assignor under this Agreement, unless Assignor has committed fraud in executing this Agreement.
5. *Further Actions.* Assignor hereby agrees to (a) execute, verify, acknowledge and deliver all such further papers, including trademark applications and instruments of transfer, and to take any further actions necessary to aid Assignee in perfecting its interest in the Trademarks and in enforcing any and all protections or privileges deriving from the Trademarks and (b) perform such other acts as Assignee lawfully may request to obtain or maintain the Trademarks and any and all applications and registrations for the Trademarks in any and all states and countries.
6. *Governing Law.* This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Alabama, without regard to conflict of law principles.
7. *Counterparts.* This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
8. *Severability.* If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
9. *Notice.* Any notice required or otherwise given pursuant to this Agreement shall be in writing and addressed as follows:

If to Assignor:

COASTAL GULF SHORES, LLC

1255 Commerce Drive
Gulf Shores, AL 36542

If to Assignee:

ISLAND ENTERTAINMENT, LLC

1255 Commerce Drive
Gulf Shores, AL 36542

10. *Headings.* The headings for sections herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
11. *Entire Agreement.* This Agreement constitutes the entire agreement between Assignor and Assignee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the 27th day of April, 2020.

ASSIGNOR

ASSIGNEE

COASTAL GULF SHORES, LLC

ISLAND ENTERTAINMENT, LLC

[Signature]

[Signature]

By: Island Entertainment, LLC
As its: Managing Member

By: John M. McInnis, III
As Its: Managing Member

By: [Signature]
John M. McInnis, III
As Its: Managing Member

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public, in and for said county and state, do hereby certify that John M. McInnis, III, as Managing Member of ISLAND ENTERTAINMENT, LLC which is the Managing Member of COASTAL GULF SHORES, LLC and as Managing Member of ISLAND ENTERTAINMENT, LLC, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this 27th day of April, 2020.

[Signature]
Notary Public, Baldwin County, Alabama
Printed: GENA D. PARKER
My Commission Expires: _____

