

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579220

| | |
|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |
| SEQUENCE: | 2 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|--------------------------|
| CIBC BANK USA, as Administrative Agent for the Lenders | | 01/06/2020 | Chartered Bank: ILLINOIS |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------|
| Name: | Maurice Acquisition SPE |
| Street Address: | 141 Jay Lane |
| City: | Graham |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 27253 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 40

| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Registration Number: | 4150605 | SHORELINE MARINE |
| Registration Number: | 4151691 | SHORELINE MARINE |
| Registration Number: | 3926538 | CORDCRAFT |
| Registration Number: | 5205312 | PROPEL PADDLE GEAR BY SHORELINE MARINE |
| Registration Number: | 5125877 | PROPEL PADDLE GEAR BY SHORELINE MARINE |
| Registration Number: | 3064875 | SILVERLAKE |
| Registration Number: | 5509535 | BLACK BEARD |
| Registration Number: | 3586998 | BLAZE |
| Registration Number: | 3700058 | CELSIUS |
| Registration Number: | 5638700 | MUTINY |
| Registration Number: | 4342304 | R2F |
| Registration Number: | 2206337 | TROPHY TAMER |
| Serial Number: | 88420492 | VAULTX |
| Registration Number: | 1285361 | BLACK BEAUTY |
| Registration Number: | 2956463 | CALYPSO |
| Registration Number: | 2352062 | CEDAR KEY |
| Registration Number: | 3887569 | COMPETITOR |

CH \$1015.00 4150605

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|---------|----------------|
| Registration Number: | 1934021 | CRYSTAL RIVER |
| Registration Number: | 2038152 | CRYSTAL RIVER |
| Registration Number: | 1150539 | DANCO |
| Registration Number: | 1171455 | DANIELSON |
| Registration Number: | 1669010 | ECLIPSE |
| Registration Number: | 1926560 | ENVIROQUEST |
| Registration Number: | 4828417 | HAZE |
| Registration Number: | 1808532 | HURRICANE |
| Registration Number: | 2094449 | INVISIA-LEADER |
| Registration Number: | 2468426 | MATZUO AMERICA |
| Registration Number: | 1705160 | MICROLITE |
| Registration Number: | 2324514 | READY2FISH |
| Registration Number: | 4540100 | RIP-N ROLL |
| Registration Number: | 2416810 | ROYAL COACHMAN |
| Registration Number: | 2980537 | SICKLE |
| Registration Number: | 1934913 | SOUTH BEND |
| Registration Number: | 3190665 | SOUTH BEND |
| Registration Number: | 3090603 | TOTAL TACKLE |
| Registration Number: | 2692908 | WALLEYES ONLY |
| Registration Number: | 5329300 | WORM GEAR |
| Registration Number: | 3909066 | ZEN SERIES |
| Registration Number: | 2534848 | ZING TAIL |
| Registration Number: | 0520150 | SOUTH BEND |

CORRESPONDENCE DATA

Fax Number: 9198216800

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: 9198216785

Email: efrongello@smithlaw.com

Correspondent Name: Eva Gullick Frongello

Address Line 1: P.O. Box 2611

Address Line 4: RALEIGH, NORTH CAROLINA 27602

| | |
|---------------------------|-------------------------|
| NAME OF SUBMITTER: | Eva Gullick Frongello |
| SIGNATURE: | /Eva Gullick Frongello/ |
| DATE SIGNED: | 06/02/2020 |

Total Attachments: 6
source=(Executed) FINAL US TM Assignment CIBC to MA#page1.tif
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT, dated as of January 6, 2020 (this “**Assignment**”), is made by and between CIBC Bank USA, as Administrative Agent for Lenders (“**Assignor**”), and Maurice Acquisition SPE, LLC, a Delaware limited liability company (“**Assignee**”). Assignor and Assignee may be referred to in this Agreement in the singular as “**Party**” and collectively as “**Parties**.”

WHEREAS, Assignor is the sole owner of the trademarks and related applications and registrations identified on Schedule I hereto (the “**Marks**”);

WHEREAS, the Parties desire that Assignor assign the Marks to Assignee; and

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor’s right, title and interest in, to and under the Marks.

NOW, THEREFORE, in consideration of the mutual promises made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms and subject to the conditions set forth herein, the parties hereto hereby agree as follows:

1. Assignor does hereby sell, convey, assign, transfer, and deliver unto Assignee, all its right, title, and interest in, to, and under the Marks, together with the goodwill, if any, of the business associated therewith and which is symbolized thereby, and all other rights secured under the laws of the United States and any other foreign country with respect to the Marks, and Assignee hereby accepts such sale, conveyance, assignment, transfer, and delivery. Assignor further sells, conveys, assigns, transfers, and delivers to Assignee all rights of Assignor to bring an action or seek any other remedy, whether at law or in equity, against any third party for past, present, or future infringement, dilution, tarnishment, blurring, or other misappropriation or unauthorized use of the Marks, including the right to bring an action or seek other remedy for past, present, and future infringement, dilution, tarnishment, blurring, or other misappropriation or unauthorized use, and all rights to recover or collect damages, including attorneys’ fees and enhanced damages, profits, and injunctive relief for infringement, dilution, tarnishment, blurring, confusion, unfair competition, or other misappropriation or unauthorized use, and Assignee hereby accepts such sale, conveyance, assignment, transfer, and delivery. Assignor hereby represents that it has not executed any prior assignments of its right, title, and interest, if any, in, to and under the Marks, and will not execute, any agreement in conflict with this Assignment.

2. Assignor hereby authorizes Assignee to file this Agreement or portions thereof and any other documents relating thereto with the U.S. Patent and Trademark Office for purposes of having this Agreement recorded therein and to place sole and exclusive right, title, and interest in and to such Marks in the name of Assignee.

3. This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues, and in all other respects, including as to validity, interpretation, and effect, by the laws of the State of North Carolina, without giving effect to the conflict of laws rules thereof.

4. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together will constitute one and the same instrument. This Agreement may not be amended or modified without the prior written agreement of both Parties hereto.

This Agreement is effective as to the date first written above.

[Signature Page Follows]

IN WITNESS WHEREOF, each of Assignor and Assignee have caused this instrument to be signed by its proper and duly authorized officer as of the date and year first written above.

ASSIGNOR:

CIBC BANK USA

By: [Signature]

Name: Todd Bernier

Title: Managing Director

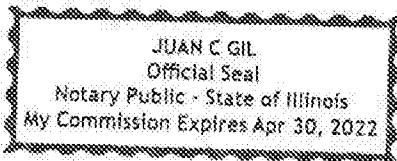
ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OF COOK)SS.
)

On the 30 day of April, 2020, before me personally appeared Todd Bernier, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same, and acknowledged the instrument to be for the uses and purposes mentioned in the instrument.

My Commission Expires: Apr 30, 2022

[Signature]
Notary Public
Printed Name: Juan Gil



IN WITNESS WHEREOF, each of Assignor and Assignee have caused this instrument to be signed by its proper and duly authorized officer as of the date and year first written above.

ASSIGNEE :

MAURICE ACQUISITION SPE, LLC

By: Patrick R. Harvey
Name: Patrick R. Harvey
Title: CFO + SECRETARY

ACKNOWLEDGMENT

STATE OF North Carolina
COUNTY OF Alamance

)
)SS. LAUREN S. BELLMAN
) NOTARY PUBLIC
ALAMANCE COUNTY, N.C
My Commission Expires 7/30/2022

On the 18 day of May, 2020, before me personally appeared Patrick Harvey, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same, and acknowledged the instrument to be for the uses and purposes mentioned in the instrument.

My Commission Expires: 7/30/2022

Lauren S. Bellman
Notary Public
Printed Name: Lauren S. Bellman

SCHEDULE I
TO
TRADEMARK ASSIGNMENT AGREEMENT

1. REGISTERED TRADEMARKS

| TRADEMARK | COUNTRY | REGISTRATION NUMBER | REGISTRATION DATE |
|--|----------------|-----------------------------|--------------------------|
| SHORELINE MARINE | US | 4150605 | 05/29/2012 |
| SHORELINE MARINE | US | 4151691 | 05/29/2012 |
| CORDCRAFT | US | 3926538 | 03/01/2011 |
| PROPEL PADDLE GEAR BY SHORELINE MARINE | US | 5205312 | 05/16/2017 |
| PROPEL PADDLE GEAR BY SHORELINE MARINE | US | 5125877 | 01/17/2017 |
| SILVERLAKE | US | 3064875 | 03/07/2006 |
| BLACK BEARD | US | 5509535 | 07/03/2018 |
| BLAZE | US | 3586998 | 03/10/2009 |
| CELSIUS | US | 3700058 | 10/20/2009 |
| MUTINY | US | 5638700 | 12/25/2018 |
| R2F | US | 4342304 | 05/28/2013 |
| TROPHY TAMER | US | 2206337 | 12/01/1998 |
| VAULTX | US | APPLICATION NO. 88420492 | NOT YET REGISTERED |
| BLACK BEAUTY | US | 1285361 | 07/10/1984 |
| CALYPSO | US | 2956463 | 05/31/2005 |
| CEDAR KEY AND DESIGN | US | 2352062 | 05/23/2000 |
| COMPETITOR | US | 3887569 | 12/07/2010 |
| CRYSTAL RIVER | US | 1934021 | 11/07/1995 |
| CRYSTAL RIVER | US | 2038152 | 02/18/1997 |
| DANCO | US | 1150539 | 04/07/1981 |
| DANIELSON | US | 1171455 | 09/29/1981 |

| TRADEMARK | COUNTRY | REGISTRATION NUMBER | REGISTRATION DATE |
|-------------------|---------|---------------------|-------------------|
| ECLIPSE | US | 1669010 | 12/17/1991 |
| ENVIROQUEST | US | 1926560 | 10/10/1995 |
| HAZE | US | 4828417 | 10/06/2015 |
| HURRICANE | US | 1808532 | 11/30/1993 |
| INVISA-LEADER | US | 2094449 | 09/09/1997 |
| MATZUO AMERICA | US | 2468426 | 07/10/2001 |
| MICROLITE | US | 1705160 | 08/04/1992 |
| READY2FISH | US | 2324514 | 02/29/2000 |
| RIP-N ROLL | US | 4540100 | 05/27/2014 |
| ROYAL COACHMEN | US | 2416810 | 01/02/2001 |
| SICKLE | US | 2980537 | 08/02/2005 |
| SOUTH BEND | US | 1934913 | 11/14/1995 |
| SOUTH BEND | US | 3190665 | 01/02/2007 |
| TOTAL TACKLE | US | 3090603 | 05/09/2006 |
| WALLEYES ONLY | US | 2692908 | 03/04/2003 |
| WORM GEAR | US | 5329300 | 11/07/2017 |
| ZEN SERIES | US | 3909066 | 01/18/2011 |
| ZING TAIL | US | 2534848 | 01/29/2002 |
| SOUTH BEND DESIGN | US | 520150 | 01/24/1950 |