

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6767245

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	HATTERAS/CABO YACHTS, LLC	05/26/2021
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	WHITE RIVER MARINE GROUP, LLC	
<b>Street Address:</b>	2500 E KEARNEY	
<b>City:</b>	SPRINGFIELD	
<b>State/Country:</b>	MISSOURI	
<b>Postal Code:</b>	65898	
<b>PROPERTY NUMBERS Total: 4</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	7895959	
<b>Patent Number:</b>	7798875	
<b>Patent Number:</b>	7575490	
<b>Patent Number:</b>	7543612	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Email:</b>	bkwefile@hdp.com	
<b>Correspondent Name:</b>	BRYAN K. WHEELLOCK	
<b>Address Line 1:</b>	7700 BONHOMME AVENUE	
<b>Address Line 2:</b>	SUITE 400	
<b>Address Line 4:</b>	ST. LOUIS, MISSOURI 63105	
<b>ATTORNEY DOCKET NUMBER:</b>	18580-501405	
<b>NAME OF SUBMITTER:</b>	BRYAN K. WHEELLOCK	
<b>SIGNATURE:</b>	/Bryan K. Wheelock/	
<b>DATE SIGNED:</b>	06/17/2021	
<b>Total Attachments: 6</b>		
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## **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment Agreement”) is entered into and made effective as of May 26, 2021, by and among Hatteras/Cabo Yachts, LLC, a Delaware limited liability company (“HCY”), and White River Marine Group, LLC, a Missouri limited liability company (the “Company”, and together with HCY, the “Parties”, and each individually, a “Party”). Capitalized terms used herein without definition shall have the respective meanings set forth in the Purchase Agreement (as defined below).

A. The Company, HCY, Navis HCY Real Estate, LLC, a Delaware limited liability company (“HCY RE”), and Navis Holdings, LLC, a Delaware limited liability company (“Navis”) have entered into an Asset Purchase Agreement, dated as of May 14, 2021, pursuant to which HCY and HCY RE will sell to Company certain of HCY’s assets and Company will assume certain liabilities of HCY and HCY RE (the “Purchase Agreement”).

B. In connection with the Purchase Agreement, HCY has agreed to convey, transfer, and assign to the Company certain intellectual property of HCY and, for that purpose, the Company and HCY have agreed to execute and deliver this IP Assignment Agreement.

The Parties, therefore, hereby agree as follows.

1. Assignment. In consideration for the execution of the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to be effective as of the Closing under the Purchase Agreement, HCY irrevocably conveys, transfers, and assigns to the Company, and the Company accepts, all of HCY’s right, title, and interest in, to, and under the following (collectively, the “Assigned IP”):

(a) The transferred assets set forth on Schedule 1 hereto (collectively, the “Transferred Assets”);

(b) all rights of any kind whatsoever of HCY accruing under any of the Transferred Assets provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world (including for the avoidance of doubt, any common law rights);

(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 Transferred Assets; and

(d) any and all claims and causes of action with respect to any of the Transferred Assets, whether accruing before, on, and/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 not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recording and Further Actions. HCY authorizes the United States Patent and Trademark Office and any other governmental officials to record and register this IP Assignment

Agreement upon request by the Company. HCY shall take, at Company's expense, such reasonable steps and actions following the date hereof as reasonably requested by the Company, including the execution of documents, files, registrations, or other similar items, to assist in the proper assignment of the Assigned IP to the Company or any successor thereto.

3. Purchase Agreement. The representations, warranties, covenants, agreements and indemnities contained in the 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 a conflict between the terms of this IP Assignment Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail and govern

4. Successors and Assigns. Neither this IP Assignment Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Party (whether by operation of law or otherwise) without the prior written consent of the non-assigning Parties. Subject to the preceding sentence, this IP Assignment Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

5. Governing Law. This IP Assignment Agreement shall be governed by and construed in accordance with the substantive law of the State of Delaware without giving effect to the principles of conflicts of law thereof.

6. Counterparts. This IP Assignment Agreement may be executed and delivered (including by electronic mail with a pdf scanned attachment) in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

7. Amendment and Modification. This IP Assignment Agreement may be amended by the Parties at any time only by a written instrument signed by each of the Parties.


*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, each of the Parties is signing this IP Assignment Agreement as of the date first set forth above.

**HCY:**

**HATTERAS/CABO YACHTS, LLC**

DocuSigned by:



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By: \_\_\_\_\_

Name: Gary S. Smith

Title: Chief Executive Officer

**COMPANY:**

**WHITE RIVER MARINE GROUP, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature Page to IP Assignment Agreement]*

**PATENT**  
**REEL: 056572 FRAME: 0679**

IN WITNESS WHEREOF, each of the Parties is signing this IP Assignment Agreement as of the date first set forth above.

**HCY:**

**HATTERAS/CABO YACHTS, LLC**

By: \_\_\_\_\_  
Name: Raymond C. French  
Title: Authorized Person

**COMPANY:**

**WHITE RIVER MARINE GROUP, LLC**

By:  \_\_\_\_\_  
Name: Kevin Maliszewski  
Title: Chief Financial Officer

*[Signature Page to IP Assignment Agreement]*

## **SCHEDULE 1**

### **TRANSFERRED ASSETS**

#### **Patents**

<b>US Patent No.</b>	<b>Issue Date</b>	<b>Title</b>	<b>Record Owner</b>
7895959	March 1, 2011	DIFFERENTIAL TILLER ARMS FOR MARINE VESSELS	Hatteras/Cabo Yachts LLC
7798875	September 21, 2010	HELICAL MARINE STRUT	Hatteras/Cabo Yachts LLC
7575490	August 18, 2009	PASSIVE AIR INDUCTION SYSTEM FOR BOATS	Hatteras/Cabo Yachts LLC
7543612	June 9, 2009	FUEL VENT RECOVERY SYSTEM	Hatteras/Cabo Yachts LLC

#### **Trademarks**

HATTERAS	Australia	01/04/1968	A215,951	05/29/1969	A215,951
HATTERAS	Austria	01/03/1979	AM14/1979	03/26/1979	90,736
HATTERAS	Bahrain	04/14/1981	273000081	04/14/1981	6389
HATTERAS	Brazil	04/18/1986	812522672	01/05/1988	812522672
HATTERAS	British Virgin Islands	04/24/1981	527	04/24/1981	1867
HATTERAS	Canada	11/05/1968	317,372	12/05/1969	TMA166667
HATTERAS AND CHECK MARK DESIGN	Canada	11/08/1968	317,445	09/12/1969	TMA165127
HATTERAS	China P.R.	01/10/2005	200500853	11/14/1984	215,437
HATTERAS (CHINESE CHARACTERS) HATTERAS in Chinese	China P.R.	12/14/1993	93121706	10/21/1995	784305
Characters 2	China P.R.	09/14/2011	9960432	11/13/2012	9960432
HATTCON	China P.R.	11/17/2017	27595304	Pending	Pending
HATTERAS	Colombia	05/18/1988	286086	02/06/1991	132,468
HATTERAS	Costa Rica	07/28/1992	80463	07/24/1992	80463
HATTERAS	Dominican Republic	01/10/1969	17188	01/10/1969	17188
HATTERAS	Ecuador	08/03/1989	16631	07/27/2007	3357-IEPI
HATTERAS	Europe	10/27/2003	3453479	03/07/2005	3,453,479
HATTCON	Europe	11/03/2017	017423096	03/02/2018	017423096
PANACERA	Europe	11/03/2017	017423203	03/02/2018	017423203
HATTERAS	Finland	11/19/1980	6095/80	02/07/1983	84213
HATTERAS	France	02/07/1968	38894	02/07/1968	1,479,708
HATTERAS	Germany	11/15/1968	N 11297	10/10/1969	861,542
HATTERAS	Great Britain	10/25/1968	932925	10/25/1968	932925
HATTERAS	Greece	01/03/1968	51029	01/03/1968	38,838

HATTERAS	Hong Kong	08/22/1990	6978/90	08/22/1990	245/95
HATTERAS	Indonesia	04/27/1981	155685	12/04/1992	IDM000106903
HATTERAS	Iran	11/25/1968	32343	11/25/1968	32,343
HATTERAS	Ireland	04/21/1999	99/1324	09/18/2000	213352
HATTERAS	Italy	12/01/2009	RM2009C000086	10/14/1985	865,483
HATTERAS	Italy	02/01/2008	RM2008C000380	05/03/2002	865,483
HATTERAS	Japan	10/24/1968	76035	03/24/1971	893954
HATTERAS	Japan	08/11/1993	83790/93	08/29/1997	3342176
HATTERAS	Kuwait	05/18/1981	13358	05/18/1981	12393
HATTERAS	Mexico	02/14/1990	81207	02/12/1992	405598
HATTERAS	New Zealand	10/05/1989	196593	03/15/1994	196593
HATTERAS	Portugal	04/14/1999	336454	01/05/2001	336454
HATTERAS	Puerto Rico	02/14/1979	22147	04/19/1979	22147
HATTERAS	Saudi Arabia	06/19/1980	5316	06/21/1982	95/25
HATTERAS	Singapore	11/29/1980	5166/80	11/29/1980	T80/05166C
HATTERAS	Spain	10/25/1968	572,611	03/03/1971	572,611
HATTERAS	Sweden	10/21/1968	4419/68	03/28/1969	126,809
HATTERAS	Switzerland	01/25/1988	00486/1988	11/09/1988	P365,353
HATTERAS					
AND CHECK					
MARK					
DESIGN	Switzerland	11/17/1987	07487/1987	11/09/1988	365,406
HATTERAS	Turkey	01/15/1979	3334/79	01/15/1979	122,950
CABO	United States	03/26/2012	85/581026	10/30/2012	4233913
H HATTERAS					
STYLIZED	United States	11/15/2001	76/338,282	10/21/2003	2,776,461
H LOGO	United States	11/01/2001	76/333,529	10/21/2003	2,776,441
HATTERAS	United States	03/02/1972	72/417,209	07/03/1973	962,551
HATTERAS	United States	04/14/1977	73/122,784	07/03/1979	1,121,450
HATTERAS	United States	03/23/1979	73/208,706	06/22/1982	1,198,605
HATTERAS	United States	09/12/1985	73/557,952	02/17/1987	1,429,226
HATT/CON	United States	10/27/2017	87662117	Pending	Pending
PANACERA	United States	10/27/2017	87662119	01/22/2019	5662638
HATTERAS	Uruguay	12/24/1980	178,752	04/20/2002	339,962
HATTERAS	Venezuela	07/07/1994	1991018274	09/05/1997	P-196342

#### **DOMAIN NAMES**

CABOYACHTS.COM	Hatteras/Cabo Yachts LLC
CABORSVP.COM	Hatteras/Cabo Yachts LLC
HATTERASYACHTS.COM	Hatteras/Cabo Yachts LLC
HATTERASYACHTSPROMO.COM	Hatteras/Cabo Yachts LLC
HATTERASEXPRESS.COM	Hatteras/Cabo Yachts LLC
HATTERASRSVP.COM	Hatteras/Cabo Yachts LLC
HATTERASVIDEOS.COM	Hatteras/Cabo Yachts LLC