

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marine Exhibition Corporation		07/07/2006	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	MVC Capital, Inc.		
Street Address:	287 BOWMAN AVENUE, 3RD FLOOR		
City:	PURCHASE		
State/Country:	NEW YORK		
Postal Code:	10577		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	0767700	SEAQUARIUM	
Registration Number:	0772473	MIAMI SEAQUARIUM	
Registration Number:	1648383	SEAQUARIUM	
Registration Number:	2393989	WADE WATER AND DOLPHIN EXPLORATION	
Registration Number:	2393990	WADE WATER AND DOLPHIN EXPLORATION	
Registration Number:	2980590	MIAMI SEAQUARIUM	
CORRESPONDENCE DATA			
Fax Number:	(312)201-2555		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-201-2816		
Email:	sulkin@wildmanharrold.com		
Correspondent Name:	Ryan Sulkin		
Address Line 1:	225 W. Wacker Drive Suite 2900		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	M0707.38		

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NAME OF SUBMITTER:	Ryan T. Sulkin
Signature:	/Ryan T. Sulkin/
Date:	07/12/2006
Total Attachments: 4 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 7, 2006 (the "Agreement") is entered into by and between MVC Capital, Inc., a Delaware corporation ("Lender"), and Marine Exhibition Corporation, a Florida corporation ("Grantor").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Senior Secured Loan Agreement dated as of July 7, 2006 (the "Loan Agreement"), made between Lender and Grantor, Lender (i) has agreed to loan \$10,000,000 to Grantor (the "Term Loan") and in connection therewith has purchased that certain Amended and Restated Renewal Promissory Note between Borrower and City National Bank of Florida, a national banking association, on the terms and conditions set out in the Loan Agreement and in an Amended and Restated Senior Secured Promissory Note (the "Term Note") executed and delivered by Grantor to Lender to evidence the Term Loan concurrently with the execution and delivery of this Agreement and (ii) has agreed to loan Grantor up to \$2,000,000 (the "Revolving Loan") on terms and conditions set out in the Amended and Restated Secured Revolving Note (the "Revolving Note") executed and delivered by Grantor to Lender to evidence the Revolving Loan concurrently with the execution and delivery of this Agreement;

WHEREAS, Grantor has adopted and is using the trademarks shown in the attached Schedule I, for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule I;

WHEREAS, pursuant to that certain Security Agreement by and between Lender and Grantor dated as of July 7, 2006, (the "Security Agreement"), Grantor granted Lender a security interest in all of its trademarks and the registrations and applications therefore whether now owned or hereinafter acquired; and

WHEREAS, to induce Lender to enter into the Loan Documents (each as defined by the Loan Agreement), Grantor has agreed to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the Loan Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

"Trademark License" shall mean rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

"Trademarks" shall mean all of the following now owned or hereafter acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and

recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof, and (c) all goodwill associated with or symbolized by any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to Lender, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including but not limited to those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

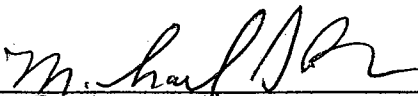
3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement and other Loan Documents. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of New York.

[signature page follows]

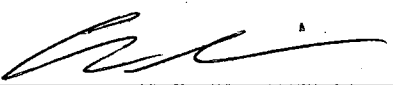
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MARINE EXHIBITION CORPORATION

By: 
Its: PRESIDENT

ACCEPTED AND ACKNOWLEDGED BY:

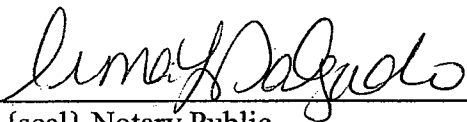
MVC CAPITAL, INC.

By: 
Its: Investment Professional

ACKNOWLEDGMENT OF GRANTOR

STATE OF FLORIDA)
) ss.
COUNTY OF MIAMI-DADE)

On this 17th day of July, 2006 before me personally appeared Michael S. Brown, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Marine Exhibition Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by all necessary limited liability company action and that he acknowledged said instrument to be the free act and deed of said limited liability company.


{seal} Notary Public



Irma L. Salgado
Commission #DD204209
Expires: Apr 16, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK COLLATERAL

Trademark	Registration Date	Registration Number
SEAQUARIUM	March 31, 1964	0767700
MIAMI SEAQUARIUM	June 30, 1964	0772473
SEAQUARIUM	June 18, 1991	1648383
WADE WATER AND DOLPHIN EXPLORATION	October 10, 2000	2393989
WADE WATER AND DOLPHIN EXPLORATION	October 10, 2000	2393990
MIAMI SEAQUARIUM	August 2, 2005	2980590

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