

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Circle Line Harbor Cruises, LLC		02/18/2009	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	New York Trans Harbor, LLC		
Street Address:	499 Van Brunt Street		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11231		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2970397	HOW DO YOU C NEW YORK	
Registration Number:	2966751	SHARK	
Registration Number:	2976023	C	
CORRESPONDENCE DATA			
Fax Number:	(212)336-1276		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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ATTORNEY DOCKET NUMBER:	D7949-332(E.RASMUSSEN)		
NAME OF SUBMITTER:	Eric P. Rasmussen		

OP \$90.00 2970397

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TRADEMARK
REEL: 004230 FRAME: 0424

Signature:	/Eric P. Rasmussen/
Date:	06/23/2010
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ASSIGNMENT OF TRADEMARK/SERVICE MARK RIGHTS

Circle Line-Statue of Liberty Ferry, Inc., a New York corporation, with its principal place of business at 17 Battery Place, Suite 715, New York, New York 10004 ("CL Ferry"), and Circle Line Harbor Cruises LLC, a New York limited liability company, with its principal place of business at 17 Battery Place, Suite 715, New York, New York 10004 ("CL Harbor Cruises" and, together with CL Ferry, the "Assignor") are the owners of all right, title and interest in and to the following trademarks and service marks (the "Marks") set forth below:

Reg. No. 2,966,751 for the mark SHARK registered on July 12, 2005;

Reg. No. 2,863,479 for the mark ZEPHYR registered on July 13, 2004;

Reg. No. 2,970,397 for the mark HOW DO YOU C NEW YORK registered on July 15, 2005;

Reg. No. 2,976,023 for the mark C DESIGN registered on July 26, 2005; and

All unregistered trademarks owned by Assignor, including but not limited to the following marks: "What moves you", the Z Design, and the Shark Design.

New York Trans Harbor, LLC, a New York limited liability company, with its principal place of business at 499 Van Brunt Street, Brooklyn, New York 11231 ("Assignee"), is desirous of acquiring all rights, title, and interest in and to the Marks and registrations or applications associated with them, together with the goodwill of the business symbolized by the Marks and their respective registrations or applications.

Assignor and Assignee are parties to an Asset Purchase Agreement, dated February 5, 2009 (the "Asset Purchase Agreement"), in which Assignor conveyed all of Assignee's right, title, and interest in the Marks. In the Asset Purchase Agreement, Assignor agreed to effect all declarations, filings, and registrations with all third parties that are necessary, required, or reasonably deemed by Assignee to be necessary to enable Assignor to transfer the Marks to the Assignee. Assignor and Assignee agree that the execution of this assignment is necessary to enable the Assignor to transfer the Marks to the Assignee.

Notwithstanding anything to the contrary herein, Assignor makes no representations, warranties or covenants regarding the Marks other than those made in, and as of the date of, the Asset Purchase Agreement.

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee, its successors and assigns, the entire right, title, and interest in and to the Marks, together with the goodwill of the business symbolized by and associated with the Marks, and together with the right to sue for and recover damages for past infringement of the Marks and to stand in place of Assignor in all matters related thereto.

[Signature Page to Follow]

Effective as of February 18, 2009.

CIRCLE LINE-STATUE OF LIBERTY FER
a New York corporation

By: 

Name: *John B. Meyer*

Title: *Pres.*

CIRCLE LINE HARBOR CRUISES LLC,
a New York corporation

By: 

Name: *John B. Meyer*

Title: *Pres.*

TRADEMARK

REEL: 004230 FRAME: 0428

ASSET PURCHASE AGREEMENT

among

NEW YORK TRANS HARBOR LLC,

CIRCLE LINE-STATUE OF LIBERTY FERRY, INC.

and

CIRCLE LINE HARBOR CRUISES LLC

Dated as of February 5, 2009

3490141 4

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Exhibit I	Form of Mortgage

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of February 5, 2009, is between New York Trans Harbor LLC, a New York limited liability company (the "Purchaser"), and Circle Line-Statue of Liberty Ferry, Inc., a New York corporation ("CL Ferry"), and Circle Line Harbor Cruises LLC, a New York limited liability company ("CL Harbor Cruises") and, together with CL Ferry, the "Sellers").

WHEREAS, CL Harbor Cruises is a wholly owned subsidiary of CL Ferry and is engaged in the Business;

WHEREAS, the Sellers desire to sell, convey, transfer, assign and deliver to the Purchaser, and the Purchaser desires to purchase and acquire from the Sellers, the Purchased Assets (as hereinafter defined), in each case on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, defined terms used and not defined herein have the meaning ascribed thereto in Exhibit A hereto.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and accepted, the parties hereto agree as follows:

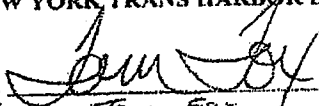
ARTICLE I PURCHASE AND SALE

SECTION 1.1. Purchased Assets. In accordance with and subject to the terms and provisions set forth herein, at the Closing, the Sellers will sell, convey, transfer, assign and deliver to the Purchaser, and the Purchaser will purchase and acquire from the Sellers, all of the Sellers' right, title and interest in and to the following assets (the "Purchased Assets") on an "as is" basis (determined as of the date hereof, subject to Section 5.4):

- (a) the Vessels and all vessel and dock equipment, such as ramps and tools, specific to the Vessels;
- (b) the Leases;
- (c) the Trademark Rights;
- (d) Domain Names;
- (e) Names;
- (f) Trust Share;
- (g) Ticket Equipment;

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

NEW YORK TRANS HARBOR LLC

By: 
Name: Tom Fox
Title: President + CEO

**CIRCLE LINE-STATUE OF LIBERTY
FERRY, INC.**

By: _____
Name:
Title:

CIRCLE LINE HARBOR CRUISES LLC

By: _____
Name:
Title:


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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

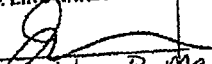
NEW YORK TRANS HARBOR LLC

By: _____
Name:
Title:

CIRCLE LINE-STATUE OF LIBERTY FERRY, INC.

By: 
Name: John B. Meyer
Title: President / CEO

CIRCLE LINE HARBOR CRUISES LLC

By: 
Name: John B. Meyer
Title: President

P.S.

EXHIBIT A

DEFINITIONS

"Accounts Receivable" means the Sellers' accounts receivable arising from services rendered prior to the Closing Date.

"Acquired Contracts" means those contracts and agreements, including, without limitation, the Leases, the rights, title and interest in which a Seller or the Sellers will sell, convey, transfer, assign or deliver or have sold, conveyed, transferred, assigned or delivered to the Purchaser pursuant hereto as of the Closing Date.

"Adjustment" means, as of the Closing Date, the sum of (i) the amount of \$16,387.12 for the Merchantable Concession Inventory of the Sellers, (ii) the amount of any prepaid rent (*i.e.* on account of periods occurring after the Closing Date) with respect to the Leases (*pro rated* for the number of days in the rental period pre-paid), including, without limitation, monthly rent in the amount of \$27,648 for the Brooklyn Navy Yard Leases and semi-annual rent in the amount of \$297,020.50 under the Seaport License, (iii) the amount of funds being held as security deposits on behalf of the Sellers as tenants on the Leases, including, without limitation, the deposit of \$25,500 for the Brooklyn Navy Yard Leases (iv) the value of the fuel and unused lubricating oils on board the Vessels owned by the Sellers by reference to the cost at which such fuel is available to the Sellers on the date hereof from the Sellers' customary vendors which the Sellers and the Purchaser agree is \$4,172.00 for the Zephyr and \$633.00 for the Shark (it being understood and agreed that the Sellers' will not make any fuel purchases other than in the ordinary course of business or with the consent of the Purchaser after the date hereof), (v) \$24,170.59 in order to reimburse the Sellers' for expenses incurred in connection with the credit dry dock of the Vessels conducted in December, 2008, (vi) an amount equal to half (50%) of the balance of funds held in accounts of the Trust as of the Closing Date (which portion of the Trust funds will not exceed \$6,000), (vii) the amount of \$57,778.73 to reimburse the Sellers for the purchase of two (2) kw generators and power cable powers purchased by the Purchaser from On Site Energy Co., Inc. plus (viii) the amount of \$1,554.64 to reimburse the Sellers for the purchase of a 25 ton hydraulic press, less (ix) prepayments in the amount of \$1,200.00 for cruises scheduled after the Closing Date.

"Adjustment Escrow Agent" has the meaning set forth in Section 1.7(a).

"Adjustment Escrow Agreement" has the meaning set forth in Section 1.7(a).

"Adjustment Statement" has the meaning set forth in Section 1.7(a).

"Affiliate" means, with respect to any Person, any other Person that, directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person. For purposes of this definition, "control" (including, the correlative meanings, the terms "controlled by" and "under common control with") as used with respect to any Person means the possession, directly or indirectly, of the power to direct or cause the

direction of the management or policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"Agreed Amount" has the meaning set forth in Section 1.7(a).

"Agreement" has the meaning set forth in the Preamble of this Agreement.

"Assignment and Assumption Agreement" means one or more Assignment and Assumption Agreements to be entered into as of the Closing Date by Sellers and the Purchaser, substantially in the form of Exhibit C.

"Assignment of Trademark Rights" means the Assignment of Trademark Rights to be entered into as of the Closing Date by the Sellers and the Purchaser substantially in the form of Exhibit D hereto.

"Assumed Liabilities" has the meaning set forth in Section 1.3.

"Audited Financial Statements" has the meaning set forth in Section 3.5.

"Base Amount" has the meaning set forth in Section 7.20(a).

"BNYDC" means the Brooklyn Navy Yard Development Corporation.

"Books and Records" means all books and records of Seller relating to the Vessels and the operation of the Vessels in the conduct of Business, including, without limitation, (i) all catalogues, brochures, advertising materials, forms of purchase orders, sales orders and invoices and similar sales or marketing materials, (ii) all price lists, customer lists, supplier lists, mailing lists, credit records and similar lists and correspondence, (iii) all manuals relating to the Vessels, (iv) all records or lists pertaining to supply, production or distribution and (v) all engineering reports and studies, environmental reports and studies and other reports, studies or documents relating to the premises subject to the Leases.

"Brooklyn Navy Yard Lease" means the Lease, commencing January 1, 2009, between the BNYDC and CL Ferry for the premises at Pier C and Berth 3A.

"Bulk Sale Notice" has the meaning set forth in Section 7.20.

"Business" means the business of providing sightseeing and charter excursions in New York Harbor by CL Harbor Cruises.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in New York City are required or authorized by law to be closed.

"Cash Balance of the Purchase Price" means an amount equal to \$7,225,000 plus the Estimated Adjustment Amount less the Payoff Amount.

"CL Ferry" has the meaning set forth in the Preamble of this Agreement.

"CL Harbor Cruises" has the meaning set forth in the Preamble of this Agreement.

"Closing" has the meaning set forth in Section 2.1.

"Closing Date" has the meaning set forth in Section 2.1.

"Closing Date Escrow Agreement" has the meaning set forth in Section 1.6(c).

"Closing Date Escrow Amount" means an amount equal to \$1,275,000.

"Consents" has the meaning set forth in Section 2.4.

"Contract" means any contract, subcontract, letter contract, agreement, license, commitment, lease, purchase order, delivery order or other instrument, obligation or commitment or any kind or character.

"Designee" has the meaning set forth in Section 11.5.

"Domain Names" mean the following domain names – circlelinestatueoflibertyferry.com, circlelineharbourtours.com, circlelineatseaport.com and circlelinedowntown.com, and any close variants thereof to the extent of Sellers' rights and title therein.

"Economic Interests Arrangement" has the meaning set forth in Section 2.4.

"Employee Benefit Plans" has the meaning set forth in Section 3.14(a).

"Encumbrances" means title defects, charges, liens, mortgages, deeds of trust, pledges, bailments, claims, security interests, options, restrictions, bare boat charters, and other encumbrances of every type and description, whether imposed by law, agreement, understanding or otherwise.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" has the meaning set forth in Section 3.14(a).

"Escrow Agent" means the Escrow Agent identified in the Closing Date Escrow Agreement.

"Estimated Adjustment Amount" has the meaning set forth in Section 1.7(a).

"Financial Statements" has the meaning set forth in Section 3.5.

"GAAP" means United States generally accepted accounting principals, consistently applied.

"Governmental Entity" means any court or tribunal in any jurisdiction (domestic or foreign) or any federal, state, municipal, domestic, foreign or other administrative agency, department, commission, board, bureau or other governmental authority or instrumentality.

"Indemnified Losses" has the meaning set forth in Section 10.2.

"Indemnified Party" has the meaning set forth in Section 10.4.

"Indemnifying Party" has the meaning set forth in Section 10.4.

"Intellectual Property" means all United States and foreign letters patent, patents, patent applications, trademarks, services marks, trade names, brand names, logos and other trade designations (including unregistered names and marks), trademark and service mark registrations and applications, copyrights, copyright registrations and applications, invention disclosures, protected formulae, formulations, processes, methods, substances, trade secrets, domain names, computer software and firmware, computer programs and source codes, manufacturing research and similar technical information, engineering know-how, customer and supplier information, assembly and test data drawings and royalty rights used or held for use in connection with the operation of the Purchased Assets including, without limitation, the Names, Domain Names and Trademark Rights.

"Interim Financial Information" has the meaning set forth in Section 3.5.

"Knowledge of the Seller" or "Seller's Knowledge" means any information known to any officer of either Seller.

"Leases" means Brooklyn Navy Yard Lease and the Seaport License, including, without limitation, any and all rights and interest in and to any security deposits being held pursuant the terms of such Leases.

"Legal Requirement" means any domestic, foreign or international law, treaty, ordinance, statute, directive, rule or regulation of any Governmental Entity or any Order including, without limitation, all applicable United States Coast Guard rules and regulations.

"Lender" has the meaning set forth in Section 7.7.

"Loan" means that certain Loan, dated June 24, 2008, by and between Commerce Commercial Leasing, LLC and CL Ferry, secured by the Vessels and the Patriot.

"Material Adverse Effect" means any event, occurrence or circumstance that has or is reasonably likely to result in a material adverse effect on (i) the Purchased Assets, (ii) the ability of the applicable party to timely perform its obligations under this Agreement, (iii) the

consummation of any of the transactions contemplated hereby or (iv) the use or operation of the Purchased Assets.

"Material Vessel Deficiency" means a condition which materially and adversely affects the use and operation of a Vessel.

"Merchantable Concession Inventory" means the merchantable inventory of the Sellers on the Closing Date sold on the Vessels, including, for example, liquor, souvenirs, tee shirts, food and beverages and other similar items.

"Mortgage" has the meaning set forth in Section 7.20(b).

"Names" means (i) Circle Line Harbor Cruise(s), (ii) Circle Line at the South Street Seaport, (iii) Circle Line Downtown and (iv) close variants thereof to the extent of Sellers' rights and title therein.

"New York Harbor" means Upper New York Bay, Lower New York Bay, the Hudson River South of the George Washington Bridge, the East River, Kill Van Kull, Newark Bay, Arthur Kill, the Narrows, Jamaica Bay, Raritan Bay, the Harlem River, the mouth of the Raritan River and northwest to Port Newark.

"NPS Contract" means the Concession Contract No. CC-STL10001-89 dated August 15, 1989 previously awarded to CL Ferry by the U.S. Department of the Interior acting through the National Park Service.

"Order" means any decision, judgment, order, writ, injunction, decree, award or determination of any Governmental Entity.

"Parts and Equipment" means all parts and equipment owned by the Sellers and held for use in connection with the operation of the Vessels and the Ticket Equipment, including, but not limited to (i) the two small barges supporting the operation of the Shark at Pier 16 and the storage of the Shark at the Brooklyn Navy Yard, (ii) all ticket booth equipment and furnishings, (iii) the equipment and improvements at the Brooklyn Navy Yard identified on Schedule 1.1(k) and (iv) all photographic and electronic images, film and video used to market the Vessels and all marketing material in the Seller's possession relating to the Business conducted by the Vessels.

"Patriot" means the vessel with the vessel name "Patriot" and with Official Number 1131648 and its related parts and equipment.

"Payoff Amount" means the balance of the principal and interest due on the mortgage loans on the Vessels as of the Closing Date and any legal fees and all other fees and charges payable to the Lender or its counsel or agents to satisfy all mortgages and release all liens upon the Purchased Assets and any other charges or fees as set forth in a Payoff Letter delivered by

Commerce Commercial Leasing, LLC to CL Ferry the payment of which on the Closing Date will satisfy in full all of CL Ferry's obligations thereunder.

"Payoff Letter" means a final and binding letter from the Lender setting forth the Payoff Amount which shall be reasonably acceptable to the Purchaser.

"Permitted Encumbrances" means (i) Encumbrances securing taxes, assessments or governmental charges or levies or the claims or demands of materialmen, mechanics, carriers, warehousemen, and other like persons in each case not yet due; (ii) Encumbrances incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance, social security and other like laws or incurred in the ordinary course of business in connection with obtaining ships' necessities or the employment of seamen; (iii) Encumbrances securing the Sellers' obligations under the Loan; and (iv) statutory and contractual liens on the property of a Seller in favor of landlords or lessors securing obligations under lease Contracts that have been provided to Purchaser.

"Permits" has the meaning set forth in Section 3.9.

"Person" means an individual, corporation, limited liability company, association, joint stock company, trust, partnership (general or limited), joint venture, unincorporated organization, a government or any department or agency thereof, or any other legal entity.

"Proceedings" means all proceedings, actions, suits, investigations or inquiries in or before any arbitrator or Governmental Entity.

"Purchase Price" has the meaning set forth in Section 1.6.

"Purchased Assets" has the meaning set forth in Section 1.1.

"Purchaser" has the meaning set forth in the Preamble of this Agreement.

"Purchaser Indemnified Parties" has the meaning set forth in Section 10.2.

"Reservation Software" means all software owned or licensed by Sellers for ticketing in connection with the operation of the Vessels.

"Schedule" has the meaning set forth in the introduction to Article III.

"Seaport License" means the License Agreement, dated as of December 19, 2003, between South Street Seaport Museum and CL Cruises.

"Sellers" has the meaning set forth in the Preamble of this Agreement.

"Seller Indemnified Parties" has the meaning set forth in Section 10.3.

"Settlement Agreement" means the Settlement Agreement dated January 29, 2004 by and among Sightseeing, New York Cruise Lines, Inc. and CL Ferry.

"Shark" means the vessel with the vessel name "Shark" and with Official Number 1065395, together with its fixtures, engines, parts, equipment, inventory, fittings, related property and tackle, whether on board or ashore as specified in the Schedules to this Agreement..

"Shark Mortgage" means the First Preferred Ship's Mortgage With Security Agreement and Assignment of Rents and Profits made June 24, 2008 by CL Harbor Cruises secured by the Shark.

"Sightseeing" means Circle Line Sightseeing Yachts, Inc.

"ST Regulations" has the meaning set forth in Section 7.20(b).

"Statue Business" means the business conducted by CL Ferry under the NPS Contract.

"Statue Vessels" means the vessels and related parts and equipment supplies required to be sold by CL Ferry under the NPS Contract.

"Taxes" means any and all taxes, assessments, fees and similar charges imposed by any governmental authority, including, without limitation, any federal, state, local or foreign income, gross receipts, capital gains, license, payroll, employment, excise, occupation, premium, environmental (including taxes under Section 59A of the Internal Revenue Code of 1986, as amended), customs duties, stamp, stamp duties, stamp duty reserve, capital stock, franchise, unclaimed property, capital, paid up capital, profits, withholding, social security (or similar), national insurance contributions, unemployment, employment insurance, disability, payroll, real property, personal property, sales, use, transfer, registration, value added, goods and services, estimated, or other similar tax, assessment, fee or charge of any kind whatsoever, including any interest, penalty or addition thereto, whether disputed or not.

"Tax Commission" has the meaning set forth in Section 7.20.

"Tax Escrow Amount" has the meaning set forth in Section 7.20(b).

"Tax Return" means any return, declaration, report, claim for refund, information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Ticket Equipment" means all ticketing, call center and reservation systems, owned or licensed by the Sellers, including, but not limited to, Reservation Software, provided that any such property leased by or licensed by the Sellers shall not be subject to sale or assignment hereunder to the extent such sale or assignment is prohibited by the terms of a lease or license

governing a Seller's use of such property or to the extent such sale or assignment is subject to a lessor's or licensor's consent which such lessor or licensor does not provide at a Seller's request.

"Trademark License" means the License Agreement dated January 29, 2004 between Circle Line Trademark Trust and CL Ferry.

"Trademark Rights" means all Sellers' right in (including the rights to enforce restrictions on other parties with respect to) web sites, trademarks, trade names and domain names including (i) the Sellers' rights under the Settlement Agreement; (ii) under the Trust Agreement and (iii) the license to use the "Circle Line" name and trademark pursuant to the Trademark License.

"Transfer Taxes" has the meaning set forth in Section 9.4.

"Trust" means that certain Trust created by the Trust Agreement.

"Trust Agreement" means the Agreement and Declaration of Trust made as of January 29, 2004 between Sightseeing and CL Ferry delivered pursuant to the Settlement Agreement.

"Trust Share" means CL Ferry's Shares Beneficial Interest (as defined in the Trust Agreement) in the Trust to be assigned to the Purchaser at Closing.

"Unassignable Contracts" has the meaning set forth in Section 2.4.

"Vessels" mean the Zephyr and the Shark.

"Zephyr" means the vessel with the vessel name "Zephyr" and with Official Number 1139023, together with its furniture, fixtures, engines, parts, equipment, inventory, fittings, related property and tackle, whether on board or ashore, as specified in the Schedules to this Agreement.

"Zephyr Mortgage" means the First Preferred Ship's Mortgage With Security Agreement and Assignment of Rents and Profits made June 24, 2008 by CL Ferry to Lender secured by Zephyr.