

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
Internal Address:	2nd Floor
City:	Purchase
State/Country:	NEW YORK
Postal Code:	10577
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	76579329	MIAMI SEAQUARIUM
Registration Number:	1648383	SEAQUARIUM
Registration Number:	0772473	MIAMI SEAQUARIUM
Registration Number:	0767700	SEAQUARIUM
Registration Number:	2393989	WADE WATER AND DOLPHIN EXPLORATION
Registration Number:	2393990	WADE WATER AND DOLPHIN EXPLORATION

CORRESPONDENCE DATA

Fax Number: (312)201-2555
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3122012000
 Email: calisoff@wildman.com
 Correspondent Name: Adam Calisoff
 Address Line 1: 225 West Wacker Drive
 Address Line 2: Suite 2800
 Address Line 4: Chicago, ILLINOIS 60606

CH \$165.00 76579329

ATTORNEY DOCKET NUMBER:	M0707.00001
NAME OF SUBMITTER:	Mary E. Wysocki
Signature:	/Mary E. Wysocki/
Date:	11/03/2010
Total Attachments: 4 source=Marine Exhibition-MVC Assignment#page1.tif source=Marine Exhibition-MVC Assignment#page2.tif source=Marine Exhibition-MVC Assignment#page3.tif source=Marine Exhibition-MVC Assignment#page4.tif	

AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This Amendment to the Trademark Security Agreement (this "**Amendment**"), dated as of October 27, 2010, is made by and between Marine Exhibition Corporation, a Florida corporation ("**Borrower**") and MVC Capital, Inc., a Delaware corporation ("**Lender**").

WITNESSETH:

WHEREAS, Borrower and Lender are parties to that certain Senior Secured Loan Agreement, dated as of July 7, 2006, as amended and modified by that certain Amended, Restated and Consolidated Senior Secured Loan Agreement, dated as of the date hereof as it may be amended, restated, supplemented or otherwise modified from time to time (the "**Loan Agreement**");

WHEREAS, on July 7, 2006, Borrower and Lender entered into that certain Trademark Security Agreement granting Lender a security interest in all of Borrower's assets on the terms and conditions contained therein (the "**Trademark Security Agreement**");

WHEREAS, Borrower has requested that Lender, consolidate the Term Loan and the Revolving Loan into one amended, restated and consolidated Term Loan facility and renew the term of the Loan Agreement and agree to make certain amendments and modifications to the Loan Agreement; and

WHEREAS, in connection with the amendment to the Loan Agreement, Borrower and Lender desire to amend the terms of the Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

1. Definitions. Terms defined in the Loan Agreement shall have the same respective meanings when used herein.

2. Amendments. Subject to the satisfaction of the conditions precedent set forth in the Loan Agreement, the Trademark Security Agreement is hereby amended (to have effect as of the date hereof) as follows:

(a) All references to the "Revolving Note" and the "Revolving Loan" in the recitals are hereby deleted in their entirety.

3. References in other Loan Documents. References to the Trademark Security Agreement in any other document shall be deemed to include a reference to the Trademark Security Agreement as amended, whether or not reference is made to this Amendment.

4. Miscellaneous.

(a) Section headings used in this Amendment are for convenience of reference only, and shall not affect the construction of this Amendment.

(b) This Amendment and any amendment hereof or supplement hereto or any waiver granted in connection herewith may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Delivery of an executed facsimile shall be effective as delivery of an original counterpart.

(c) This Amendment shall be a contract made under and governed by the internal laws of the State of New York, without giving effect to principles of conflicts of laws.

(d) All obligations of Borrower and rights of Lender, that are expressed herein, shall be in addition to and not in limitation of those provided by applicable law.

(e) Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(f) This Amendment shall be binding upon Borrower and Lender and their respective successors and assigns, and shall inure to the benefit of Borrower and Lender and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused the execution and delivery hereof by their respective representatives thereunto duly authorized as of the date first herein appearing.

BORROWER:

MARINE EXHIBITION CORPORATION

By 
Title PRESIDENT

LENDER:

MVC CAPITAL, INC.

By _____
Title _____

IN WITNESS WHEREOF, the parties hereto have caused the execution and delivery hereof by their respective representatives thereunto duly authorized as of the date first herein appearing.


BORROWER:

MARINE EXHIBITION CORPORATION

By _____
Title _____

LENDER:

MVC CAPITAL, INC.

By  _____
Title Managing Director