

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
Premier Yachts, Inc.		12/01/2010	CORPORATION: DELAWARE
Seadog Ventures, Inc.		12/01/2010	CORPORATION: ILLINOIS
Mystic Blue Cruises, Inc.		12/01/2010	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3753081	BLUE AFTER DARK	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergekohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E. Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	4975.087		
NAME OF SUBMITTER:	Nancy Brougher		
Signature:	/njb/		

OP \$40.00 3753081

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TRADEMARK
 REEL: 004423 FRAME: 0737

Date:

12/02/2010

Total Attachments: 4

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**FIRST AMENDMENT TO
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT ("Amendment") to that certain Trademark Security Agreement dated as of January 8, 2006, which was recorded with the United States Patent and Trademark Office on February 9, 2006 at Reel 3243, Frame 0888 (the "Trademark Security Agreement") made by Premier Yachts, Inc., a Delaware corporation ("Premier"), Seadog Ventures, Inc., an Illinois corporation ("Seadog") and Mystic Blue Cruises, Inc., an Illinois corporation ("Mystic"; together with Premier and Seadog, the "Grantors" and individually, a "Grantor"), in favor of Madison Capital Funding LLC, in its capacity as agent ("Agent") for Lenders (defined below) is made as of December 1, 2010.

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement dated of even date herewith by and among Premier, Seadog, Entertainment Cruises Inc., a Delaware corporation, certain other affiliates of Premier, Agent and the Persons signatory thereto from time to time as lenders ("Lenders") (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make the Loans and to issue Letters of Credit for the benefit of Borrowers (as defined in the Collateral Agreement (defined below));

WHEREAS, the Grantors, certain affiliates of the Grantors, and Agent are parties to that certain Guarantee and Collateral Agreement dated as of February 8, 2006, as it may be amended, restated or otherwise modified from time to time (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement");

WHEREAS, since the date of Grantors' execution of the Trademark Security Agreement, Premier has acquired interests in certain additional Trademarks (as defined in the Collateral Agreement) (the "New Trademarks"); and

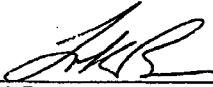
WHEREAS, in accordance with the Collateral Agreement, the parties agree to amend the Trademark Security Agreement to confirm the inclusion of such New Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

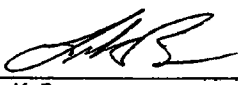
1. Schedule. Schedule I as referred to in the Trademark Security Agreement shall be deemed to refer to Schedule I as amended by the addition of the New Trademarks scheduled on Schedule A attached hereto.
2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

IN WITNESS WHEREOF, Grantors and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.


PREMIER YACHTS, INC.

By 
Name Lauren K. Baran
Title Chief Financial Officer and Secretary

SEADOG VENTURES, INC.


By 
Name Lauren K. Baran
Title Chief Financial Officer and Secretary

MYSTIC BLUE CRUISES, INC.

By 
Name Lauren K. Baran
Title Chief Financial Officer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By: 
Name: Kerin Bolash
Title: VP

SCHEDULE A

Grantor	Mark	Trademark Registration Number	Date of Registration
Premier Yachts, Inc.	Blue After Dark	3753081	02/23/10

Schedule A