

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM319970

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WORLD YACHT L.L.C.		10/09/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TD BANK, N.A., as Administrative Agent		
<b>Street Address:</b>	317 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4226539	DUCHESS ROOFTOP	
<b>Registration Number:</b>	3578872	WORLD YACHT	
<b>Registration Number:</b>	4071976	FLOATING ROOFTOP	
<b>Registration Number:</b>	4226538	DESTINY ROOFTOP	
<b>Registration Number:</b>	4158687	WORLD YACHT ROOFTOP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>Phone:</b>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Brandie Sullivan		
<b>Address Line 1:</b>	1025 Vermont Ave. NW Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, Ltd.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F152152		
<b>NAME OF SUBMITTER:</b>	Janelle Telesford		
<b>SIGNATURE:</b>	/Janelle Telesford/		
<b>DATE SIGNED:</b>	10/14/2014		

OP \$140.00 4226539

**Total Attachments: 3**

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GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, WORLD YACHT L.L.C., a Delaware limited liability company (the "Grantor"), is obligated to TD BANK, N.A., as Administrative Agent and Collateral Trustee (in such capacity, the "Secured Party"), the lenders from time to time party to the Amended and Restated Loan and Security Agreement, dated as of October 9, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among the Grantor, Circle Line-Sightseeing Yachts, Inc., such lenders and TD Bank, N.A., as Administrative Agent and Collateral Trustee, which Loan Agreement amended and restated the Loan Agreement dated as of April 27, 2007 among the Grantor, Circle Line-Sightseeing Yachts, Inc., the lenders party thereto and TD Bank, N.A. (as successor to Commerce Bank, N.A.), as Administrative Agent and Collateral Trustee, and any Affiliate Counterparty (as defined in the Loan Agreement).

Pursuant to the Loan Agreement, the Grantor has granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule I, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Loan Agreement).

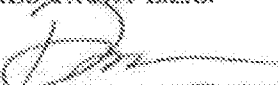
For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further assign and grant to the Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is: 317 Madison Avenue, New York, New York 10017.

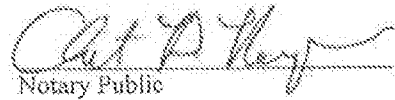
IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its duly authorized officer as of the 9<sup>th</sup> day of October 2014.

WORLD YACHT L.L.C.

By:   
Name: Daniel Bokros  
Title: CEO

STATE OF NEW YORK        )  
                                  ) ss.:  
COUNTY OF NEW YORK )

On the 9<sup>th</sup> day of October in the year 2014 before me, the undersigned, personally appeared Daniel Brackwar, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public

My Commission Expires:

December 2, 2014

AUSTIN D. KEYES  
Notary Public State of New York  
No. 02KE6012368  
Qualified in New York County  
Commission Expires Dec. 02, 2014

Schedule 1  
to  
Grant of Security Interest (Trademarks)  
Dated as of October 9, 2014

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>DATE ISSUED</u>
Duchess Rooftop	4226539	October 16, 2012
World Yacht	3578872	February 24, 2009
Floating Rooftop	4071976	December 13, 2011
Destiny Rooftop	4226538	October 16, 2012
World Yacht Rooftop	4158687	June 12, 2012