

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM357568

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A., as Administrative Agent		10/05/2015	national banking association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Premier Yachts, Inc.		
<b>Street Address:</b>	401 East Illinois Street, Suite 425		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60611		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3753081	BLUE AFTER DARK	
<b>Registration Number:</b>	3238643	MYSTIC BLUE CRUISES	
<b>Registration Number:</b>	3190738	EXCEPTIONAL. UNFORGETTABLE. ODYSSEY	
<b>Registration Number:</b>	3167315	ODYSSEY	
<b>Registration Number:</b>	2980371	DUCK CRUISES	
<b>Registration Number:</b>	2966197	MYSTIC BLUE	
<b>Registration Number:</b>	2446215	ODYSSEY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9192868199		
<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>	919 286-8000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	MOORE & VAN ALLEN PLLC		
<b>Address Line 1:</b>	3015 CARRINGTON MILL BOULEVARD		
<b>Address Line 2:</b>	SUITE 400		
<b>Address Line 4:</b>	MORRISVILLE, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	327000.011556		
<b>NAME OF SUBMITTER:</b>	John E. Slaughter, III		

OP \$190.00 3753081

<b>SIGNATURE:</b>	/jes/
<b>DATE SIGNED:</b>	10/06/2015
<b>Total Attachments: 4</b> source=Termination - Premier Yacht#page1.tif source=Termination - Premier Yacht#page2.tif source=Termination - Premier Yacht#page3.tif source=Termination - Premier Yacht#page4.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of October 5, 2015 ("Release"), is made by Bank of America, N.A., as Administrative Agent ("Administrative Agent") in favor of Premier Yachts, Inc., a Delaware corporation ("Grantor").

**WHEREAS**, pursuant to that certain Security and Pledge Agreement dated as of January 5, 2012 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Obligors party thereto and the Administrative Agent, each Obligor granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations ("Secured Parties"), a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in and to all trademarks and goodwill associated therewith ("Trademark Collateral");

**WHEREAS**, pursuant to the Security Agreement, Grantor, an Obligor, executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks dated as of January 5, 2012 ("Notice"); and

**WHEREAS**, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on January 6, 2012 at Reel 4695 Frame 0302.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

**SECTION 2. Termination and Release.** Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates the Notice;

(b) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the Grantor's right, title, and interest in, to, and under all the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and

(c) authorizes the recordation of this Release with the USPTO at Grantor's expense.

**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of New York.

**SECTION 4. Acknowledgement.** The release of security interest granted herein expressly does not include a release of the security interest granted pursuant to the Security and Pledge Agreement dated as of October 5, 2015 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time) by and among the Obligors party thereto (as defined therein) and Bank of America, N.A., in its capacity as administrative agent thereto.

**IN WITNESS WHEREOF**, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

Bank of America, N.A., as Administrative Agent


By:

  
Name: Darleen R DiGrazia

Title: Vice President

Acknowledged and Agreed  
as of the date first written above:

PREMIER YACHTS, INC

By:   
Name: Lauren Baran  
Title: Chief Financial Officer

PREMIER YACHTS, INC.  
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

**TRADEMARK**  
**REEL: 005638 FRAME: 0507**

**Schedule A**

**Premier Yachts, Inc.  
(Delaware Corporation)**

**U.S. Trademarks Subject to Security Interest  
Granted by Premier Yachts, Inc.  
In Favor of Bank of America, N.A., as Administrative Agent  
Recorded January 6, 2012 at Reel 4695 Frame 0302**

**Registered Marks**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
BLUE AFTER DARK	3753081	02/23/10
MYSTIC BLUE CRUISES and Design	3238643	05/08/07
EXCEPTIONAL. UNFORGETTABLE. ODYSSEY	3190738	01/02/07
ODYSSEY	3167315	11/07/06
DUCK CRUISES	2980371	08/02/05
MYSTIC BLUE	2966197	07/12/05
ODYSSEY	2446215	04/24/01

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