

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM358493

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Controladora Dolphin, S.A. DE C.V.		10/08/2015	CORPORATION: MEXICO
Gulf World Marine Park, Inc.		10/08/2015	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association, as collateral agent		
<b>Street Address:</b>	Rodney Square North		
<b>Internal Address:</b>	1100 North Market Street		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19890		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4652054	DOLPHIN DISCOVERY	
<b>Serial Number:</b>	86516874	DOLPHIN DISCOVERY THE EXPERIENCE OF A LI	
<b>Serial Number:</b>	86562219	GULF WORLD MARINE PARK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125935955		
<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>	212-756-2132		
<b>Email:</b>	scott.kareff@srz.com		
<b>Correspondent Name:</b>	S. Kareff c/o Schulte Roth & Zabel LLP		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	22nd Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	050319-0014		
<b>NAME OF SUBMITTER:</b>	Scott Kareff (050319-0014)		
<b>SIGNATURE:</b>	/kc for sk/		
<b>DATE SIGNED:</b>	10/13/2015		

CH \$90.00 4652054

**Total Attachments: 5**

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This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 8th day of October, 2015, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and Wilmington Trust, National Association, as Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Note Purchase Agreement, dated as of October 8, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), by and among the Grantors, the Collateral Agent and the purchasers from time to time party thereto (the "Purchasers"), the Purchasers are willing to purchase the Notes pursuant to the terms and conditions thereof;

WHEREAS, the Purchasers are willing to purchase the Notes as provided for in the Note Purchase Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, that certain Security Agreement, dated as of October 8, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Note Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns and pledges to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and rights in and to exclusive Intellectual Property Licenses with respect to Trademarks to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License,

(ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Collateral Agent or the other Secured Parties, but for the fact that they are unenforceable or not allowable due to the existence of a proceeding under Bankruptcy Laws involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Section 22 of the Security Agreement is incorporated herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to the Collateral Agent as required by the Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize the Collateral Agent to unilaterally amend Schedule I to include future United States registered trademarks or trademark applications of Grantors. Notwithstanding the foregoing, no failure to amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall together constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.


7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

CONTROLADORA DOLPHIN, S.A. DE C.V.  
a Mexican Sociedad Anónima de Capital Variable

  
By: \_\_\_\_\_  
Name: Eduardo Albar Villanueva  
Title: President

GULF WORLD MARINE PARK, INC.  
a Florida Corporation

  
By: \_\_\_\_\_  
Name: Eduardo Albar Villanueva  
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Collateral Agent

By: J. Anderson

Name:

**Jennifer Anderson**

Title:

**Assistant Vice President**

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations**

<b>TRADEMARK</b>	<b>CLASS</b>	<b>HOLDER</b>	<b>REGISTRATION NUMBER</b>	<b>EXPIRATION DATE</b>
DOLPHIN DISCOVERY Y DISEÑO	41	CONTROLADORA DOLPHIN, S.A. DE C.V	4,652,054	31/DEC 2024

**Trademark Applications**

<b>TRADEMARK</b>	<b>CLASS</b>	<b>APPLICANT</b>	<b>APPLICATION NUMBER</b>	<b>COUNTRY</b>
DOLPHIN DISCOVERY THE EXPERIENCE OF A LIFETIME	41	CONTROLADORA DOLPHIN, S.A. DE C.V.	86516874	UNITED STATES OF AMERICA
GULF WORLD MARINE PARK	41	GULF WORLD MARINE PARK, INC.	86562219	UNITED STATES OF AMERICA

**Exclusive Trademark Licenses**

None.