

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412629

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|---|---|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| World Yacht L.L.C. | | 01/12/2017 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | TD Bank, N.A., as Administrative Agent and Collateral Trustee | | |
| Street Address: | 125 Park Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | National Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4866573 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2024083141 | | |
| <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> | | | |
| Phone: | 2024083141 | | |
| Email: | jean.paterson@cscglobal.com | | |
| Correspondent Name: | Corporation Service Company | | |
| Address Line 1: | 1090 Vermont Avenue, NW | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | 468717 | | |
| NAME OF SUBMITTER: | Jean Paterson | | |
| SIGNATURE: | /jep/ | | |
| DATE SIGNED: | 01/18/2017 | | |
| Total Attachments: 2 | | | |
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CH \$40.00 4866573

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 Second Amended and Restated Loan and Security Agreement, dated as of January 12, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "*Loan Agreement*"), by and among the Grantor, Circle Line-Sightseeing Yachts, Inc., NYCL Acquisition LLC, such lenders and TD Bank, N.A., as Administrative Agent and Collateral Trustee, which Loan Agreement amended and restated the Amended and Restated Loan and Security Agreement dated as of October 9, 2014 among the Grantor, Circle Line-Sightseeing Yachts, Inc., the lenders party thereto and TD Bank, N.A., as Administrative Agent and Collateral Trustee, which 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 trademark listed on Schedule 1, which trademark is registered in the United States Patent and Trademark Office (the "*Trademark*"), together with the goodwill of the business symbolized by the Trademark and the application and registration 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: 125 Park 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 12th day of January 2017.

WORLD YACHT L.L.C.

By: 

Name: Costas Markou

Title: President

Schedule 1
to
Grant of Security Interest (Trademarks)
Dated as of January 12, 2017

| <u>MARK</u> | <u>REGISTRATION NO.</u> | <u>SERIAL NO.</u> | <u>DATE ISSUED</u> |
|-------------|-------------------------|-------------------|--------------------|
| [Design] | 4866573 | 86615656 | December 8, 2015 |