

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM413194

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REGIONS BANK		01/20/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, N.A.		
Street Address:	1215 Superior Avenue - 6th Floor		
Internal Address:	Mailcode: OHS-675		
City:	CLEVELAND		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4775783	MARINAS INTERNATIONAL	
Registration Number:	4069439	LAKEFEST GRAPEVINE	
Registration Number:	4058442	LAKEFEST LEWISVILLE	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	704 503 2600		
Email:	vbantug@kslaw.com		
Correspondent Name:	KING & SPALDING		
Address Line 1:	100 N TRYON STREET		
Address Line 2:	SUITE 3900		
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	18588.015254		
NAME OF SUBMITTER:	Vicky R. Bantug		
SIGNATURE:	/Vicky R. Bantug/		
DATE SIGNED:	01/23/2017		
Total Attachments: 5			

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ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY INTEREST

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY INTEREST** (this “**Assignment**”), dated as of January 20, 2017, is by Regions Bank, acting in its capacity as the current and resigning collateral agent (in such capacity, the “**Resigning Agent**”) and Citizens Bank, N.A., acting in its capacity as the successor collateral agent (in such capacity, the “**Successor Agent**”).

WHEREAS, International Marina Group I, L.P. and the Resigning Agent are parties to that certain Pledge and Security Agreement dated as of September 29, 2015 and to the Notice of Grant of Security Interest in Trademarks filed in connection therewith, identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “**Agreements**”) covering certain intellectual property set forth on Exhibit B attached hereto; and

WHEREAS, pursuant to that certain Successor Agency Agreement dated as of even date herewith by and among Regions Bank, as the Resigning Agent, and Citizens Bank, N.A., as the Successor Agent, the Successor Agent succeeded to, and became vested with, all of the rights, powers, responsibilities and duties of the Resigning Agent under, among other documents, the Agreements.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Resigning Agent hereby transfers, assigns, grants and conveys unto the Successor Agent all of its right, title and interest in and to the Agreements.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

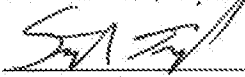
The terms of Sections 11.13 and 11.14 of that certain Credit Agreement, dated as of September 29, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time) by and among Safe Harbor Marinas, LLC, as borrower, the guarantors from time to time party thereto, the lenders from time to time party thereto and Regions Bank, as administrative agent and collateral agent, with respect to governing law, submission to jurisdiction, venue and waiver of jury trial are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

– Remainder of Page Intentionally Left Blank; Signature Page Follows –

IN WITNESS WHEREOF, the Resigning Agent and the Successor Agent have caused this Assignment to be duly executed as of the date first above written.

RESIGNING AGENT:

REGIONS BANK, as Resigning Agent

By: _____

Name: Stephen Tigh

Its: Duly Authorized Signatory

SUCCESSOR AGENT:

CITIZENS BANK, N.A., as Successor Agent

By: _____

Name: _____

Its: Duly Authorized Signatory

IN WITNESS WHEREOF, the Resigning Agent and the Successor Agent have caused this Assignment to be duly executed as of the date first above written.

RESIGNING AGENT:

REGIONS BANK

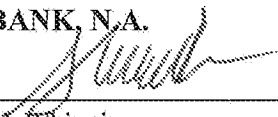
By: _____

Name:

Its: Duly Authorized Signatory

SUCCESSOR AGENT:

CITIZENS BANK, N.A.

By: _____ 

Name: Sean McWhinnie

Its: Duly Authorized Signatory

EXHIBIT A

Intellectual Property Security Agreements

Pledge and Security Agreement dated as of September 29, 2015 and Notice of Grant of Security Interest in Trademarks filed in connection therewith with the United States Patent and Trademark Office on September 29, 2015 at Reel 5632, Frame 0204.

EXHIBIT B

**International Marina Group I, L.P.
(Texas Limited Partnership)**

U.S. Trademarks

Registered Marks

Mark	Reg. No.	Reg. Date
MARINAS INTERNATIONAL and Design	4,775,783	07/21/2015
LAKEFEST GRAPEVINE and Design	4,069,439	12/13/2011
LAKEFEST LEWISVILLE and Design	4,058,442	11/22/2011