

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471704

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS RECORDED AT PTO REEL/FRAME 2407/0916		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, National Association		04/10/2018	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Hornblower Group, Inc.		
Street Address:	Pier 3, Hornblower Landing The Embarcadero		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2521625	HORNBLOWER	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	nalbano@paulweiss.com, aspoto@paulweiss.com		
Correspondent Name:	Nicole Albano		
Address Line 1:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	17590-043		
NAME OF SUBMITTER:	Nicole A. Albano		
SIGNATURE:	/Nicole A. Albano/		
DATE SIGNED:	04/27/2018		
Total Attachments: 4			
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NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARKS RECORDED AT PTO REEL/FRAME 2407/0916

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), effective as of April 10, 2018, is made by Bank of America, National Association, a national banking association ("Bank of America"), in favor of Hornblower Group, Inc., a California corporation (the "Company"), pursuant to the Loan Agreement (as defined herein).

W I T N E S S E T H:

WHEREAS, Fleet Capital Corporation ("Fleet Capital"), Hornblower Yachts, Inc. ("Hornblower Yachts"), Yacht Partners, Ltd. and Yacht Partners, Ltd IV entered into that certain Loan and Security Agreement dated December 21, 1998 (as amended, restated, supplemented or otherwise modified, the "Loan Agreement"), pursuant to which Fleet Capital agreed to provide certain financial accommodations to Hornblower Yachts on the terms and conditions set forth therein;

WHEREAS, in connection with the Loan Agreement, Hornblower Yachts entered into that certain Intellectual Property Security Agreement dated as of December 21, 1998 in favor of Fleet Capital, which was recorded with the U.S. Patent and Trademark Office on December 14, 2001 at Reel No. 2407, Frame No. 0916 (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Hornblower Yachts assigned, transferred, conveyed and granted to Fleet Capital, as security for Hornblower Yachts's obligations and liabilities existing, under or arising out of or in connection with the Loan Agreement, a first priority security interest in and to Hornblower Yachts's entire right, title and interest to and under certain Intellectual Property Collateral (as defined in the Security Agreement), including but not limited to the trademarks, applications to register and registrations of the same set forth on Schedule I attached hereto (the "Trademarks"), and the entire goodwill of the business of Hornblower Yachts connected with and symbolized by such Trademarks, together with the right to the proceeds arising therefrom any and all claims for damages by way of past, present and future infringement of the Trademarks, with the right, but not the obligation, to sue on behalf of and collect damages for said use or infringement thereof, all licenses or other rights to use the Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights, all amendments, renewals and extensions of such Trademarks, and all proceeds and products of the foregoing, including all payments under insurance or any indemnity or warranty payable in respect of the foregoing (collectively, the "Trademark Collateral");

WHEREAS, Hornblower Yachts and Hornblower Group, LLC entered into that certain Assignment and Transfer of Interests in Trademark Registrations and Trademark Applications dated August 1, 2011, which was recorded with the U.S. Patent and Trademark Office on September 29, 2011 at Reel No. 4633, Frame No. 0042, pursuant to which Hornblower Yachts assigned and transferred all of its rights and interests in the Trademark Collateral to Hornblower Group, LLC;

WHEREAS, the Company converted from Hornblower Group, LLC, a California limited liability company, into the Company, a California corporation, pursuant to the Company's Articles of Incorporation with Statement of Conversion dated December 23, 2013, which were recorded with the U.S. Patent and Trademark Office on July 16, 2014 at Reel No. 5323, Frame No. 0349;

WHEREAS, Bank of America is successor in interest to Fleet Capital under the Loan Agreement and Security Agreement;

WHEREAS, the Company has requested that Bank of America release any and all right, title and interest it may have in the Trademarks pursuant to the Loan Agreement and the Security Agreement, and Bank of America has agreed to do so; and

WHEREAS, Bank of America has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank of America agrees, for the benefit of the Company, as follows:

SECTION 1. Release of Security Interest. Bank of America does hereby release, relinquish and discharge its security interest in all of the Company's right, title and interest in, to and under the Trademark Collateral and all right, title and interest of the Company in the Trademark Collateral are hereby reassigned by Bank of America to the Company.

SECTION 2. Further Assurances. Bank of America hereby authorizes the Company or the Company's authorized representative to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of Bank of America in the Trademark Collateral and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. Bank of America further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or their agents or designees) reasonably request (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Trademark Collateral.

SECTION 3. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

SECTION 4. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow On Next Page.]

IN WITNESS WHEREOF, Bank of America has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

BANK OF AMERICA, NATIONAL
ASSOCIATION,

By: 
Name: **MATTHEW R. VAN STEENHUYSE**
Title: **SENIOR VICE PRESIDENT**

SCHEDULE A

Trademarks

No.	Mark	Application No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status
1.	HORNBLOWER	75771287 09-AUG-1999	2521625 25-DEC-2001	39 41 42	Hornblower Group, Inc.	Registered